



Chandler • Arizona
Where Values Make The Difference

PURCHASING ITEM
FOR
COUNCIL AGENDA

1. Agenda Item Number:

Repl pg #20

2. Council Meeting Date:

August 16, 2012

TO: MAYOR & COUNCIL

THROUGH: CITY MANAGER

3. Date Prepared: July 26, 2012

4. Requesting Department: Management
Services / Municipal Utilities Department / City
Manager

5. **SUBJECT:** Award Agreement #MS2-920-3017 for the implementation of a new utility billing system to N. Harris Computer Corporation's Advanced Utility Systems in an amount not to exceed \$1,823,655 and approval of a 10 year Support & Maintenance agreement with N. Harris Computer Corporation.

6. **RECOMMENDATION:** Recommend award of Agreement #MS2-920-3017 for the implementation of a new utility billing system to N. Harris Computer Corporation's Advanced Utility Systems, Inc. in an amount not to exceed \$1,823,655 and approve a 10 year Support & Maintenance agreement with N. Harris Computer Corporation.

7. **HISTORICAL BACKGROUND/DISCUSSION:** In 1999 the City issued a Request for Proposal (RFP) for a billing and cashier system for its utility operations. Due to the year 2000 software concerns all bids were rejected. During 2001 the City issued another RFP and implemented our present Hansen billing system. With that implementation we introduced a payment web site, an automated voice phone system, and contracted for an external lockbox payment process. As technology advanced, more automation was introduced by modifying the system to accommodate customers' demands. These improvements allowed the City to hold staff growth to 1 FTE during the next 11 years while doubling our customer base. Today we are faced with increasing demands for automation and customer conveniences that the present system is unable to reasonably accommodate. Replacing our existing utility billing system will provide billing process efficiencies, implement new technology and provide our customers with a friendly self-service experience. It will enable City staff to manage the City's relationship with customers and provide a role base security access, while maintaining confidential information. Some additional web enhancements with this system will include the customer's ability to initiate account activation/closing, make payment arrangements and allow voluntary donations to be made in any amount. Another important enhancement this system will allow is the ability to accommodate necessary changes to the billing rate structure.

8. **EVALUATION PROCESS:** On November 10, 2011, staff issued Request for Proposal (RFP) #MS2-920-3017 for a replacement utility billing system to all known vendors able to provide utility billing systems and implementation services. Seven proposals were received from N. Harris Computer Corporation's Advanced Utility Systems, Systems & Software, Northstar Utilities Solutions, Visual.gov Solutions, Waggware, Utility Business Services and Cayenta. An evaluation committee made up of members from Municipal Utilities, Information Technology and Management Services reviewed the proposals and scored them based on criteria set forth in the RFP. The Evaluation Committee determined to proceed with onsite demonstrations with the two highest scoring firms. The two firms were invited to demonstrate the functionality of their software and discuss their project management implementation approach. The Evaluation Committee determined that Advanced Utility Systems has the most functionality and best meets the needs of the City and recommends awarding the agreement to them.

Agreement #MS2-920-3017 will grant the license for the Advanced Utility Systems software, and provide professional services for tailoring the software to the City's needs. In addition to those functions, the Agreement also incorporates the terms and conditions for the Support and Maintenance services and products for the software in the future. The Support and Maintenance will be provided from installation of the Advanced Utility software (during Fall 2012) but the vendor has agreed to not charge for it until the new software is being used by the City (approximately March 2014). Thereafter, the vendor will charge \$94,750.00 for the first year of Support and Maintenance and hold the annual cost for the Support and Maintenance to no more than 3% more than the preceding year for the first 10 years (March 2014-March 2024). Council's approval of the Agreement will also approve the Support and Maintenance Agreement for the first ten (10) years.

9. FINANCIAL IMPLICATIONS: 401.1285.5219.0.61C001.0 General Government Capital Projects Fund, ITOC Capital, Other Professional Services, Utility Billing Upgrade in the amount of \$1,823,655. Funding for this project will come from FY11/12 ITOC appropriation of \$1,400,000; FY12/13 ITOC appropriation of \$350,000; and available ITOC Miscellaneous Capital Funding of \$73,655.

10. PROPOSED MOTION: Move to award Agreement #MS2-920-3017 for the implementation of a new utility billing system to N. Harris Corporation's Advanced Utility Systems, Inc. in an amount not to exceed \$1,823,655 and approval of a 10 year Support & Maintenance agreement with N. Harris Computer Corporation.

APPROVALS

11. Requesting Department


Jim Crocker, Utility Services Business Manager


Kerstin Nold, IT Service Delivery Manager

12. Department Head


Dawn Lang, Management Services Director

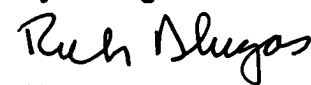

Dave Siegel, Municipal Utilities Director


Steven Philbrick, Chief Information Officer

13. Procurement Officer


Carolee Stees, CPPB

14. City Manager


Rich Dlugas



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1 st year	\$94,750.00
2	\$97,592.50
3	\$100,520.28
4	\$103,535.88
5	\$106,641.96

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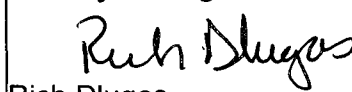

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Carolee Stees, CPPB

14. City Manager


Rich Dlugas

**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND
MAINTENANCE AGREEMENT**

BETWEEN

N. HARRIS COMPUTER CORPORATION

- and -

CITY OF CHANDLER

**1 Antares Drive, Suite 400
Ottawa, Ontario
K2E 8C4**

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**SOFTWARE LICENSE, IMPLEMENTATION AND SUPPORT AND MAINTENANCE
AGREEMENT**

THIS AGREEMENT made as of the ____ day of August, 2012.

BETWEEN:

**N. HARRIS COMPUTER CORPORATION, an Ontario
corporation, duly authorized to conduct business in the state of
Arizona, United States of America
("Consultant")**

- and -

**CITY OF CHANDLER, an Arizona municipal corporation
("Organization")**

In consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- A "60-Day Schedule"** means the running Project schedule produced by the Parties' Project Managers. The 60-Day Schedule will be generated by the Parties' Project Managers during their periodic meetings to discuss progress, issues, Change Order requests, the anticipated Milestone achievement, and the more precise scheduling of Consultant's On-site Services, as defined in Article III. The first 60 Day Schedule shall be produced after the Discovery Process when more precise information regarding the Organization's business processes is available. Each mutually agreed upon 60-Day Schedule shall be an approved Change Order and serve to cancel or reschedule Consultant's On-site Services in accordance with Subsection 3.1D.

- B "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder"** and similar expressions mean this Software License, Implementation and Support and Maintenance

Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

The Schedules described below are, by this reference, incorporated into and made a part of this Agreement with the same force and effect as if fully set forth in the body of the Agreement.

Schedule "A" -	Description of Software
Schedule "B" -	Project Timetable
Schedule "C" -	Fee Structure and Payment Schedule
Schedule "D" -	Support and Maintenance Agreement
Schedule "E" -	Scope of Work
Schedule "F" -	Change Order Process
Schedule "G" -	CIS Infinity, Infinity.Link and Infinity.Mobile definition and Costs
Schedule "H" -	Descriptions of Required Programs and Required Hardware
Schedule "I" -	Third Party Software
Schedule "J" -	Third Party Connection Policies

- C** **"Change Order"** means any written result of the Change Order process (Schedule F) between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement as outlined in Section 6.2. Once a Change Order is duly issued it is part of this Agreement and is attached as an exhibit which is fully incorporated in this Agreement as if fully set forth herein.
- D** **"Completion of Services"** means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization has accepted in writing the completion of all phases of the Implementation Phase, the Consultant's completion of any "punch list items" as defined at Go Live and after the Project is in the Go-Live phase in accordance with the Milestone Schedule (Schedule C).
- E** **"Concurrent License"** means that the license granted pursuant to this Agreement which, in addition to the Server License, allows a specified maximum number of Users who have access to the Software at any one given time through the Designated Computer System. A **"Concurrent User"** is anyone authorized by the Organization who is logged onto the Software regardless of the type of interface (i.e. graphical user interface or browser user interface).
- F** **"Confidential Information"** means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) actual knowledge of the Parties to be considered confidential or proprietary, or

(C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.

- G** **“Configuration”** means changes to the Software without source code or structural data model changes occurring.
- H** **“Cure Period”** shall have the meaning ascribed to it in Section 8.24.
- I** **“Customization”** means a change to the code base or structural data model change of the Software.
- J** **“Default” or “Event of Default”** means one or more of the events described in Section 8.26 provided, however, that such events shall not give rise to any remedy until effect has been given to all Cure Periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section 8.26.
- K** **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software.
- L** **“Discovery Process”** means the portion of the Project which is set forth on the Project Milestones schedule (Schedule C) between Project Initiation and Installation of Infinity.Teleconnect.
- M** **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.
- N** **“Effective Date”** means the last date on which all duly authorized representatives of the Parties have executed this Agreement.
- O** **“End User”** means a customer of Organization to whom Organization will provide access to the interface portion of the Software.

- P** “**Go-Live**” means the event occurring when the Organization first uses the Software as the Organization’s predominant Software in accordance with the Project Milestones schedule (Schedule C)
- Q** “**Implementation Phase**” means the portion of the Scope of Work that occurs between the beginning of Technical Discovery and Completion of Services as defined herein and detailed in the Scope of Work and Schedule C – Milestones.
- R** “**Information in the Public Domain**” means information that the party who owns the information has designated as such in writing prior to the other party’s retention beyond its need during performance under this Agreement or the other party’s dissemination of such information.
- S** “**Server License**” means the non-exclusive license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization’s server computers to enable users to access and use the Software. The Server License allows unlimited individual CIS Infinity databases to use the Software
- T** “**Licenses**” means all Concurrent License(s) and Server License(s) purchased by Organization
- U** “**Organization’s Objectives**” means the following portion of the Project Scope set forth in the Organization’s Request for Proposals (“RFP”) and for which the Consultant responded and represented its ability to achieve.

Objective: Replace the Organization’s existing Utility Billing system to gain billing process efficiencies, implement new technology and ultimately to provide its customers friendly self service capabilities and an improved customer experience.

- In a way that:**
- Enables very robust capabilities to analyze and dissect our data to provide more extensive managerial tools and reporting possibilities.
 - Provides both process and technical advantages of user screen set-up and views to match the functions for specific staff relative to their daily duties
 - Offers a strong and flexible billing engine to accommodate a variety of rate structures including Water Budget-based Rates
 - Enables configurations to manage payment arrangements, tracking, follow-up requires full automation and daily reporting tied to a work order system.
 - Provides role based security access and flexibility to meet the needs required by a variety of user groups within the city, while maintaining confidential information and limiting the ability to make permanent changes to sensitive data.
 - Offers a Point of Sale (POS), cashiering module to accommodate the city’s walk in customers and simple automation to the City’s financial system.
 - Interfaces seamlessly with the City’s legacy applications including Oracle,

Neptune, Accela, GIS Lucity, Water Quality System XC2, and Refuse Management System

- Provides integrated WEB and IVR presence allowing easy and effective customer self-service. .
- Supports customer expansion and population growth for the next 15 years.

So that: The City of Chandler can consistently provide our customer high-levels of customer service and maintain, rather than grow present staffing levels. The City can capitalize on both process and technology efficiencies with the implementation of a new enterprise utility billing system.

- V** “**Periodic Updates**” means regular patches and releases containing enhancements and bug fixes.
- W** “**Project**” means Consultant’s provision of the Infinity software (as described in Schedule A) and Third Party Software (as described in Schedule I) to provide the Organization a comprehensive Customer Information System (“CIS”) and billing software to replace the Organization’s current CIS software. The term “Project” also includes the Consultant’s provision of project management, data conversion, software control file configuration, and training of the Organization’s staff as set forth in this Agreement.
- X** “**Project Scope of Work**” or “**Scope of Work**” means the tasks, descriptions, and details for this Project as appended hereto as Schedule “E” delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement
- Y** “**Required Programs**” has the meaning set out in Subsection 3.3B and Schedule H hereof.
- Z** “**Services**” has the meaning set out in Subsection 3.1 hereof.
- AA** “**Source Code**” of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.
- BB** “**Software**” means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and

documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A, and through the Implementation Phase and Warranty Period, the software identified in Schedule I.

- CC** “**Support and Maintenance Agreement**” has the meaning set out in Section 3.5 hereof and as described in Schedule D which the Organization will purchase at Go-Live for on-going upgrades (including Version 4 of the Software listed in Schedule A), maintenance and support.
- DD** “**Third Party Software**” means any computer programs developed or owned by third parties provided by Consultant to Organization pursuant to this Agreement. The Third Party Software is identified on the attached Schedule I.
- EE** “**User**” means any employee of Organization or any of Organization’s agents who are authorized by Consultant pursuant to the terms of this Agreement to have access to the Software.
- FF** “**Version Upgrade**” means future releases of the Software which does not require the Organization to re-license, however, does require the Organization to pay for additional Services for Implementation.
- GG** “**Warranty Period**” means a period of twelve months from the Completion of Services, during which time the Consultant shall provide, or cause to be provided, the services or software as defined in Section 3.5 and Schedule D for Software, including the Third Party Software defined in Schedule I, as well as correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section 5.3 of this Agreement.

ARTICLE II SOFTWARE LICENSES

2.1 Grant of Licenses

- A** Subject to the terms and conditions of this Agreement, the Consultant hereby grants to the Organization a personal, non-exclusive, non-transferable right and license to use the Software on the Designated Computer System (the “Licenses”).
- B** Any Software furnished by Consultant in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System. Organization agrees that the original copy of all

Software furnished by Consultant and all copies thereof made by Organization are and at all times remain the sole property of Consultant.

- C** Any Licenses granted under this Agreement permit the Organization to: (i) use the Software for its authorized purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, or screen prints from operation of the Software. Access to and use of the Software by the Organization's customers or independent contractors shall be considered authorized use under this Article II so long as any such independent contractors are bound by obligations of confidentiality.
- D** In addition to the Server License, the Software is licensed to the Organization on a "Concurrent User" basis. This Concurrent License permits the Organization to use the Software on a Designated Computer System, provided that the number of Concurrent Users who may be simultaneously using the Software is limited to fifty (50) Users. The Organization may, during the term of its Server License, purchase additional Server Licenses and Concurrent Licenses for CIS Infinity, Infinity.Link and Infinity.Mobile License Fees at the fees specified in Schedule "G" which would enable the number of Concurrent Users to be increased, subject to the then applicable fees for the Licenses, which fees in Schedule "G" are effective as of the Effective Date. Organization will receive Periodic Updates to the Software throughout the implementation phase as well as after Go Live, provided Organization has a valid Support and Maintenance Agreement in place. With respect to all future Version Upgrades, Organization is entitled to license all new Version Upgrades of the Software by ensuring that it continues to have a valid annual Support and Maintenance Agreement in place for which all Support and Maintenance fees have been paid as described in Section 3.5 and Schedule D. Despite the foregoing, Organization will be responsible for any Service and other applicable professional service costs related to any Version Upgrade which will be billable at Consultant's then applicable fees less 25%.
- E** Server License fees are cumulative. If the Organization increases its number of Users; and therefore, needs to obtain a new Server License tier as shown in Schedule G, Server License fees paid previously by the Organization are deducted from the applicable fee for the Server License tier for the increased number of Users.

2.2 Term of Licenses

The Licenses granted herein commence on the Effective Date of this Agreement and are of indefinite duration unless terminated pursuant to the terms hereof.

2.3 Restrictions on Use

- A** Except as expressly provided herein, the Organization may not give away, rent, lease or otherwise sell, sublicense, distribute or transfer the Licenses granted under this Agreement without the prior written consent of Consultant.
- B** The Organization will be required to obtain a separate Server License for each computer system or environment into which the Software or any portion thereof is read in machine-readable form for operation on such system or environment in a production environment. In addition each Server License permits the Organization to use the Software in (1) a test environment, (2) a training environment and (3) on a back-up or disaster recovery system.
- C** Within thirty (30) days after discontinuance or termination of the Licenses for any breach of any subsection as set forth in this Article II, Organization shall deliver to Consultant the Software and all copies thereof in whichever form, including partial copies which may have been modified by Organization or Consultant (alternatively, the Software and other related materials may be disposed of in accordance with written instructions from Consultant); be liable for any direct damages suffered by Consultant as a result of the breach and be subject to any equitable remedies available to Consultant (such as injunctive relief) to enforce its rights hereunder. The preceding is Consultant's sole remedy for a breach of this Article II. Upon prior written authorization from Consultant, Organization may be permitted for a specific period after the termination of the Licenses to retain one copy of certain materials for record purposes.
- D** The Software and related materials supplied by Consultant are protected by copyright and trademark laws. Title, ownership rights and intellectual property rights in the Software and related materials supplied by Consultant remain with Consultant. Use of the Software and related materials supplied by Consultant is subject to the applicable copyright laws and the express rights and restrictions of this Agreement. Any rights not expressly granted herein are reserved. Organization may not remove any copyright, trademark or other proprietary notices from the Software and related materials supplied by Consultant.
- E** Notwithstanding anything to the contrary, no additional Licenses or fees shall be required for installation and/or use of the Software for the purposes of disaster recovery.

2.4

Derivation, Modification and Copyright

- A** The Organization agrees that it will not attempt to derive, or permit or help others to derive the Source Code relating to the Software or attempt to otherwise convert or alter the Software into human readable code. The Organization further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the Source Code relating to the Software.
- B** The Organization shall have no right to modify any of the Software supplied by the Consultant for Organization's use under this Agreement without the prior written approval and direction of the Consultant.
- C** The Organization agrees that it will not, except as otherwise expressly provided in this Agreement or except as dictated by Organization's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Software or other proprietary information in any form. Any additional copies that are reasonably necessary for the use of the Software shall be provided to the Organization through the issuance of additional Licenses at the Consultant's then current charges.
- D** The Organization may duplicate Documentation, at no additional charge, for the Organization's use so long as all required proprietary markings are retained on all duplicated copies.

2.5

Ownership of Software and Confidential Information

- A** The Organization acknowledges that the Software contains proprietary and confidential information belonging to the Consultant which shall, at all times, remain the property of the Consultant.
- B** The Organization will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of the Consultant will remain on the Software in machine-readable form. The Organization will take the same care to safeguard the Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- C** No third party, other than Users, shall have access to or use of the Software. However, there are no restrictions on End Users who can use the Software through the interface but who will not actually ever have direct access to the Software that is installed on the Designated Computer System and all copies thereof
- D** In order to assist the Consultant with the protection of its proprietary rights with respect to the Software and to enable the Consultant to ensure that the Organization is complying with its obligations with respect to the

proprietary nature and confidentiality of the Software, the Organization shall permit the Consultant to visit during normal business hours any premises at which the Software is used and shall provide the Consultant with access to such Software.

2.6

Provision of Source Code

- A** The Organization's ability to utilize the Software will be seriously jeopardized if the Consultant fails to maintain or support such Software unless complete Source Code for the Software and related Documentation is made available to the Organization for the Organization's use in satisfying the Organization's maintenance and support requirements. Therefore, the Consultant agrees that if an "Event of Source Code Default" occurs, then the Consultant shall promptly provide to the Organization one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- B** An Event of Source Code Default shall be deemed to have occurred if the Consultant: (1) ceases to market or make available maintenance or support Services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and the Consultant has not promptly cured such failure despite the Organization's demand that the Consultant make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, (3) ceases business operations generally or (4) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of the Consultant set forth in this Agreement.
- C** The Consultant will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use by computer and photocopy equipment, and shall consist of a full source language statement of the program or programs comprising the Software and available program maintenance Documentation which comprise the pre-coding detail design specifications, and all other available material necessary to allow a reasonably skilled programmer to access the Software without the assistance of the Consultant.
- D** The governing Licenses for the Software includes the right to use Source Code received under this Section 2.6 as necessary to modify, maintain, and update the Software.
- E** The Consultant will deposit in escrow with its Escrow Agent a copy of the Source Code which corresponds to the most current version of the Software

in use by the Organization. The Consultant's entry into, or failure to enter into, an agreement with an escrow agent or to deposit the described materials in escrow shall not relieve the Consultant of its obligations to the Organization described in this Section.2.6. The Consultant will require as part of its agreement with the Escrow Agent that either it or the Consultant annually send notices to the Organization, as provided in Section 8.11, of its continued possession of the Source Code which will also state all of the activity related to the Source Code provided to the Escrow Agent for the past year. The Escrow Agreement cannot be terminated without the consent of each licensee named in the Escrow Agreement.

2.7 Ownership and Disposition of Documents

The Organization shall be the exclusive owner of all materials and documents which were developed or prepared by the Consultant specifically for the Organization pursuant to this Agreement including Documentation for the final configuration of the Software that is installed and operating at the Completion of Services. All materials and documents which were developed or prepared by the Consultant for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of the Consultant.

ARTICLE III CONSULTING SERVICES

3.1 The Consultant's Services

In order to achieve the Completion of Services, the Consultant agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization:

- A** Oversee and implement the conversion from the Organization's existing software applications to the Consultant's Software substantially in accordance with the timetable attached hereto as Schedule "B".
- B** Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the timetable attached hereto as Schedule "B" and the Milestone Schedule attached hereto as Schedule "C".
- C** Provide the training substantially in accordance with the timetable attached hereto as Schedule "B" and the Milestone Schedule attached hereto as Schedule "C".

(i) Consultant recommends a maximum of eight (8) people in each training class for optimal training. In any training class exceeding eight (8) people, Organization may be assessed an additional charge for additional instructors.

(ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

- D Organization's Cancellation of On-Site Services.** Cancellation of any On-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by Organization with fourteen (14) days or less of scheduled On-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Consultant due to advance scheduling of travel. Additionally, Organization hereby acknowledges that cancellation of On-site Services means that such On-site Services will be rescheduled as Consultant's then current schedule permits. Consultant is not responsible for any delay in Organization's project resulting from Organization's cancellation of training with fourteen (14) or less notification. If upon Consultant arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by the Consultant, then the Organization will be billed 100% of the on-site fee and scheduled on-site services may be cancelled by the Consultant. If additional services are required because the Organization was not adequately prepared, the Parties will determine the scheduling through the Change Order Process set forth in Schedule F. For purposes of changing or cancelling, in writing, the Consultant's provision of On-site Services the more precise 60-Day Schedule that results from the periodic meetings between the Parties' Project Managers will suffice.

3.2

Performance by Consultant

- A Manner of Performance** -- The Consultant shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- B Consultant's Discretion** -- The Consultant shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. The Consultant will communicate openly with the Organization on its methodology, manner and means.

- C Conduct on Organization's Premises -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. The Consultant agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- D Inquiries by Organization -- The Consultant shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.

3.3

Performance by Organization

- A Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with the Consultant to achieve the Completion of Services. While at any given time during the performance of the Scope of Work there may be ratio other than 80% of Consultant participation to 20 % Organization participation ("80%/20% Ratio") being dedicated to a particular portion of the Scope of Work being completed, the Parties have formulated the Scope of Work and this Agreement such that Consultant will provide throughout the whole Project 80% of the Work needed to complete this Project with its employees, agents, of independent contractors.
- B Required Programs. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs") and hardware (the "Required Hardware"), as detailed in the attached Schedule H, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the Contract Price herein. Consultant warrants that it has used best efforts to identify and specify the Required Programs and Required Hardware to be compatible and useable with the Software to allow successful Completion of Services. Furthermore, the Parties acknowledge that the Organization is relying on the Consultant's identification and recommendations for the acquisition of the Required Programs and Required Hardware.
- C Hardware. The Organization acknowledges that the operation of the Software requires the Organization's Required Hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain the Required Hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the Completion of Services. If Organization does not possess or acquire the exact Required Hardware as specified in Schedule H and if Consultant determines that Organization's

hardware is not of sufficient quality, condition and repair, Consultant shall notify Organization in writing of the deficiencies in the Required Hardware. Organization will strive to remedy any Required Hardware deficiencies within 30 days of notification.

D Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with the Consultant to facilitate the successful Completion of Services and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.

E Additional Organization Obligations

(i) Organization shall install all corrections and maintenance releases for Required Programs within reasonable time after the Organization is notified of their availability. However, any fix or correction designated as "critical" by Consultant shall be implemented by Organization within thirty (30) days of the Consultant's notification to the Organization.

(ii) During the Implementation Phase, the Organization shall notify Consultant of suspected defects in any of the Software supplied by Consultant. Organization shall provide, upon Consultant request, additional data deemed necessary or desirable by Consultant to reproduce the environment in which such defect occurred.

(iii) During the Implementation Phase, the Organization shall allow the use of online diagnostics on the Software if required by Consultant during problem diagnosis. As long as Consultant's access is in accordance to the Organization's Third Party Connection policies (attached hereto as Schedule J), Organization shall provide to Consultant, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).

(iv) During the duration of the Project, the Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Consultant manuals and instructions. If Organization's personnel are not properly trained as mutually determined by Consultant and Organization, Organization agrees that such personnel will be trained by Consultant or Organization within fifteen (15) days of the Parties' mutual determination. If Organization elects to have Consultant perform the required training then Consultant shall be compensated in accordance with this Agreement.

(v) During the duration of the Project, the Organization shall establish proper backup procedures necessary to replace critical Organization's data in the event of loss or damage to such data from any cause. Organization shall provide Consultant with access to qualified functional or technical personnel to aid in

diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

(vi) Organization shall have the sole responsibility for:

(a) the performance of any tests it deems necessary prior to the use of the Software.

(b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.

(c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

(d) timely upgrade and keeping current all third party license releases and/or software products to meet the requirements of the Software.

3.4 Allowance for Suspension or Delay due to Organization

In the event that the Organization materially suspends the performance of its obligations as set forth herein, delays any deliverable, or cause a material delay in performance by failing to fulfill any of its obligations under Section 3.3, then the Parties shall access the Change Order Process and make any amendments in accordance with the Change Order Process and Organization acknowledges that it may be required to pay certain amounts as a result of the delay.

3.5 Support and Maintenance Agreement

- A** Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for CIS Infinity is 20% of the total license fees (server license fee plus total user license fees) due for CIS Infinity and is subject to the terms described in the Support and Maintenance Agreement.
- B** Concurrently with the execution and delivery of this Agreement, the Consultant and the Organization will enter into a support and maintenance agreement (the "Support and Maintenance Agreement") substantially in the form of and on the terms set out in the attached Schedule "D" which shall apply in respect of the maintenance and support services to be provided by the Consultant to the Organization. The Support and Maintenance Agreement shall not come into effect and no fees associated with the Support and Maintenance Agreement will be payable by Organization until the Go-Live date. During the duration of the Project, the Consultant is obligated under this Agreement to render all maintenance services and related services with respect to Software.

ARTICLE IV

THIRD PARTY SOFTWARE

4.1 Third Party Software

(i) Consultant shall distribute to Organization the Third Party Software which is listed on Schedule I, and Organization shall pay Consultant for the Third Party Software, as a part of the Contract Price, the amount of the purchase price(s) listed on Schedule I. Consultant and/or the Third Party Software manufacturer(s) will provide Organization with one copy of the then current user documentation for use with the Third Party Software.

(ii) It is acknowledged by the Parties hereto that the Third Party Software provided by Consultant to Organization is an integral part of the total package of Software that Consultant is providing as part of the Scope of Work and Software that would meet the Organization's Objectives.

(iv) Organization acknowledges that its interest in the Third Party Software shall be in the nature of a license or sublicense with one or more of the third party software companies which may: (i) require Organization to enter into one or more separate end user license agreements with such third party software companies, and/or (ii) place restrictions on Organization's use of the Third Party Software. Concurrently with the execution of this Agreement, the Organization shall execute the end user license agreements for the Third Party Software attached hereto as Schedule "I."

(iv) The parties agree that although this Agreement may contain estimated prices for the annual maintenance of the Third Party Software, any maintenance of the Third Party Software shall be provided solely by the third party software companies through separate agreements between Organization and such third party software companies. In no event shall Consultant be responsible for such Third Party Software maintenance.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Warranty of Performance

Consultant warrants to Organization that the software, material and services to be provided and/or rendered will be of the kind and quality referred to in the Consultant manuals and other documentation provided. Additionally, the Consultant warrants to the Organization that the Software, including the Third Party Software through the Warranty Period set forth in Subsection 1.1GG, will perform to achieve the Organization's Objectives if the Organization performs as set forth in this Agreement and if the Software is properly used in accordance with the Consultant's instructions. This warranty is void if the Organization or any other third party changes or modifies the Software. Examples of such changes or modifications include, but are not limited to, data modifications from Third Party Software, the de-compiling and modifying of the Source Code, and tampering with the base set-up of the system.

5.2

Intellectual Property Rights

The Consultant warrants:

- A** that it has the full right, authority and power to enter into this Agreement and to grant to the Organization the Licenses and rights conveyed by this Agreement; and
- B** that the Software which, for the purposes of this Section 5.2 only, does not include Third Party Software, is an original work of authorship and does not infringe the intellectual property rights of others.
- C** In the event there is a third party claim alleging that Organization's use of the Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, Consultant shall, at its expense, defend Organization and pay any final judgment (including, but not limited to, attorney fees, costs and interest) against Organization or settlement agreed to by Consultant on Organization's behalf; provided that Organization promptly notifies Consultant of any such claim or proceeding and shall give Consultant full and complete authority, information, and assistance to defend such claim or proceeding. Consultant shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement. Consultant will, notwithstanding the preceding sentence, inform the Organization's Project Manager on a routine periodic basis in not less than monthly updates on status, relevant issues, and settlement discussions regarding such litigation or threats of such litigation. In the event that the Organization's use of the Software is finally held to be infringing or Consultant deems that it may be held to be infringing and in addition to any of the Organization's remedies at law or in equity for the Consultant's breach of this essential warranty, Consultant shall, at Consultant's election and sole cost,: (1) procure for the Organization the right to continued use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing. Consultant shall have no liability hereunder if the Organization has, after Completion of Services, modified the Application Software in any manner to cause such infringement without the prior written consent of Consultant.
- D** In order for the above indemnity to be valid for Infinity.Link, the Organization must ensure that upon selection of the electronic invoice and payment process ("EIPP") from Organization's Internet website, Organization's customer must be notified of and consent to being transferred from Organization's website to that of a third-party; and upon and after departure from Organization's website, the displayed website screens and all documents, emails, and correspondence associated with or relating to the modified payment process (excluding internal documents, emails and correspondence or external documents, emails or

correspondence to Organization's customers announcing the availability of their electronic invoices) will not include or display in any way the name, trade name, trademark, logo, or any other identifying indicia of Organization; and any information regarding a payment transaction that is transmitted or otherwise provided to customers or their financial service provider shall reflect that payment was made to the third-party provider of the electronic invoice and payment process, and shall not reflect or refer to in any way Organization, except for a statement identifying Organization as the payee, whether through any EIPP process or in any credit card or bank statement of an Organization customer, or, as otherwise required by applicable law, on a credit card billing transaction or statement. Nothing above shall preclude Organization from reporting customer EIPP payment credits on invoices or billing statements.

- E** The foregoing states Consultant's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Software, or any part thereof, or use thereof.

5.3 Corrections

The Consultant covenants that it will make corrections of program malfunctions which are necessary for the Software to conform to this Agreement when such program malfunctions are reported in writing to the Consultant throughout this Project and during the Warranty Period. In its efforts to correct errors or malfunctions as warranted in this Agreement during the Cure Period, as defined in Subsection 8.26, the Consultant agrees that program malfunctions that result in an inoperable system resulting in a financial or operational impact to the Organization (i.e., failure to achieve all or part of the Organization's Objectives), or inefficient work-around, will be given its highest priority with the problem corrected as soon as practicably possible using its most experienced and knowledgeable resources. The Consultant will strive to have any and all malfunctions resolved within no more two days.

5.4 No Other Warranties

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, the Consultant does not represent or warrant and the Organization acknowledges that there are no further representations or warranties:

- A** that the operation of the Software will be error free or that:
 - i** any programming errors will be corrected after the Warranty Period, or
 - ii** any updates of, or modifications to, the Software will be made available to the Organization after the Warranty Period in each case, unless there is an

effective Support and Maintenance Agreement in place after the Warranty Period for the period of time during which any such programming errors require correction; or any updates of, or modifications to, the Software, are developed by the Consultant and made available to the other licensees of the Software.

ARTICLE VI FEES AND PAYMENTS

6.1 Fees and Payments

- A** The Organization agrees to pay the Consultant total fees of \$1,673,800 ("Contract Price") which does not include any applicable taxes. The fee structure and payment schedule is outlined in the attached Schedule "C".
- B** During the term of this Agreement, Consultant shall, from time to time, deliver invoices to Organization. Each invoice delivered to Organization by Consultant shall be due and payable upon receipt thereof by Organization.
- C** Reimbursement of Consultant's Travel Expenses.
 - i* General. If certain travel is pre-approved by the Organization as set forth in this Subsection 6.1C, the Organization will compensate the travel expenses specified below and limited as follows. Consultant and the Organization shall determine the need for on-site presence of Consultant's employees and the Organization shall pre-approve travel during the Implementation Phase with their mutually agreed upon 60 Day Schedules completed at least monthly by the Parties' Project Managers and incorporated herein by a duly authorized Change Order. In no event shall the Organization's reimbursement exceed the actual amount of the specified travel costs plus any applicable sales or use tax. Consultant shall invoice the Organization for travel expenses, providing a summary of such expenses along with the name of the relevant Consultant's employee(s), the invoice, and copies of individual receipts (other than Meal Costs).
 - ii* **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The Organization will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
 - iii* **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses (the Organization will only pay for the rental of "Mid-sized" vehicles and Consultant's employees shall share one vehicle unless more than four people are providing On-site Services, as defined in Article III, to the Organization).

iv Lodging and Meals Costs Limited: The Organization's reimbursement of Meal Costs and Lodging Costs for the Consultant's employees shall not exceed the following:

- **Lodging.** The Organization will reimburse Lodging Costs of Consultant's employees at the actual room costs plus applicable transaction privilege taxes which are incurred up to a maximum of the Organization's negotiated room rate at a least four hotels within a five mile radius of the Organization's City Hall. Receipts detailing each day/night lodging are required. The Organization will reimburse at the single occupancy rate.

- **Meals.** Meal expenses of not more than \$65 per diem . Consultant does not need to provide receipts for reimbursement of Meals costs but the name of each employee for whom reimbursement is sought shall be provided. No Consulting Fees. Consultant will not charge Consulting Fees for travel time.

D Reimbursable Incidental Costs. If approved in advance by the Organization Project Manager, the Organization will reimburse any of Consultant's incidental expenses incurred, including, but not limited to courier services, photocopying, faxing and reproduction, long distance telephone calls.

E Timely Payment of Invoices. In the event Organization fails to pay all or any portion of an invoice on or before thirty (30) days after the date of the invoice, the invoice payment shall be considered past due. Organization further agrees, at the request of Consultant, to pay a late payment charge to Consultant at the rate no greater than one percent (1%) per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is past due. Notwithstanding the foregoing, Consultant shall not assess the foregoing late payment charge if Organization has not been late in paying Consultant on more than four (4) previous occasions within the last calendar year.

F Termination or Suspension for Late Payment. In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, the Consultant has issued its notice in accordance with Section 8.26, and the Consultant is not in breach or default of this Agreement, Consultant has under this Agreement or otherwise, Consultant shall have the option to suspend or terminate all Services under this Agreement in addition to all other remedies. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.

- G** Organization shall be responsible for paying all taxes, fees, assessments and premiums of any kind. Any tax Organization may be required to collect or pay upon the sale, use or delivery of the Software or Services are not included in the Contract Price. Any tax Organization may be required to collect or pay upon sale, use or delivery of the Support and Maintenance described in this Agreement shall be paid by Organization.

6.2 Change Orders

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders, as more completely described in Schedule "F", in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of the Consultant applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "F".

ARTICLE VII

7.1 Indemnity

To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, must defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and its subcontractor's employees. This indemnity shall apply to all such costs except for the amount of any penalty, fine, or damage award as determined by a court of competent jurisdiction or other applicable decision making body or settlement (where Organization agrees to such settlement) for which the Organization will be liable to the extent

that the blame was apportioned to the Organization by the court or other applicable decision making body. Furthermore, both parties agree that a court of competent jurisdiction or applicable decision making body may, at Consultant's request, make a finding to apportion Consultant's legal costs (including all fees, disbursements and costs associated with expert witnesses) to the extent that the court or decision making body determines that the Organization was at fault for the injury or damages and that it would be just, under the circumstances, to reimburse Consultant. nothing in this Agreement will prohibit Organization from making its own submissions regarding the apportionment of legal costs.

7.2 Remedies and Liability

- A** Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

- B** The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
 - i** EXCEPT FOR DAMAGES ARISING OUT OF (a) THE CONSULTANT'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR (b) THE CONSULTANT'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE CONSULTANT'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CONTRACT PRICE BY ORGANIZATION UNDER THIS AGREEMENT.

 - ii** IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY .

 - iii** CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH

CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE VIII

GENERAL PROVISIONS

8.1 **Force Majeure**

Neither Party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any Party being affected by an event of force majeure shall send a written notice to the other Party as soon as possible after the commencement of the event of force majeure but in no case more than five (5) calendar days after the end of any event of force majeure. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any event of force majeure as long as it is documented and approved within ten (10) days after the end of the event of force majeure in accordance with the Change Order Process.

8.2 **Confidentiality**

- A **Duty Owed to the Organization** -- The Consultant acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, the Consultant agrees:
- i* to maintain this information in confidence;
 - ii* not to use this information other than in the course of this Agreement;
 - iii* not to disclose or release such information except on a need-to-know only basis;
 - iv* not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of the Consultant; and
 - v* to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with the Consultant, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this

Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

- vi To destroy all such Organization's information after the need for such information has passed in accordance with this Agreement.

8.3 Time of the Essence

Time shall be of the essence in and of this Agreement and every part hereof. Any extension, waiver or variation of any provision of this Agreement, shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

8.4 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to U.S. currency.

8.5 Headings & Construction

- A The descriptive headings preceding Articles and Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections. The division of this Agreement into Articles and Sections shall not affect the interpretation of this Agreement. When used herein, the terms "include" or "including" shall mean without limitation by reason of the enumeration. The term "person" shall include an individual, corporation, partnership, trust, estate, or any other duly formed entity. If this Agreement uses the term "day," it shall mean calendar day unless otherwise specified or modified. If the last day of any time period stated herein should fall on a Saturday, Sunday, or legal holiday as declared by the State of Arizona, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday in the State of Arizona. If a cross-reference within any Agreement provision cites a particular article, section or subsection number of this Agreement, it shall be a reference to the specifically referred article, section or subsection and its subparts only.

- 8.6 **Plurals and Gender.** The use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits.

- 8.7 **Interpretation among Parts of Agreement.** In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any specifically incorporated materials, the main body of the Agreement will take precedence over the specifically incorporated materials. A conflict among other specifically incorporated materials shall be resolved by the more specific incorporated

material on that particular subject over the more general incorporated material, which may mention the particular subject unless the context explicitly requires otherwise.

8.8 Termination

- A Termination after Discovery Process.** If after the completion of the Discovery Process the Consultant identifies changes to the Scope of Work based on the deliverables resulting from the Discovery Process that would result in Change Order Request(s) increasing the Contract Price more than 10%, the Organization may terminate this Agreement without further obligation as long as the Organization has paid the fees due in accordance with Schedule C and the Consultant's invoices for costs through the end of the Discovery Process.
- B Termination for Cause.** In the Event of Default by one Party, the other Party has all rights and remedies provided by law and in equity except where such rights are specifically restricted in this Agreement. Without limiting the foregoing sentence, the non-defaulting Party may terminate its performance under this Agreement.

8.9 Procedure on Termination

If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall return the Software to the Consultant and shall certify, under the hand of a duly authorized officer of the Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have been returned to the Consultant.

8.10 Accounts and Records

The Consultant shall:

- A** keep proper and detailed accounts in accordance with accepted accounting practices of all factors entering into the computation of the amounts payable pursuant to this Agreement; and
- B** for a period of two years from the date of Completion of Services by the Consultant, preserve all accounts and other documentation relating to the Organization and keep them available for inspection by the Organization or its representative, at any time. The Consultant agrees that this obligation shall survive any termination of this Agreement.

8.11 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall

be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the Consultant, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the Organization, to:

CITY OF CHANDLER
Address: 275 East Buffalo St, Chandler, AZ
Zip Code: 85225
Attention: Kerstin Nold
Telephone: 480 782 2490
Fax: 480 782 2440

With a copy to:
Chandler City Attorney Office
175 South Arizona Avenue
Post Office Box 4008, Mailstop 602
Chandler, Arizona 85244-4008
Fax: 480-782-4652

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 8.11.

8.12 Assignment

Neither Party may assign any of its rights nor duties under this Agreement without the prior written consent of the other Party, which consent shall not to be unreasonably withheld, except that either Party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and permitted assigns.

8.13 Reorganizations

The Organization acknowledges that the fees set out in this Agreement for the Licenses has been established on the basis of the structure of the Organization at the date of this Agreement. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional

Licenses to support the system, the Consultant shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 8.13 shall apply *mutatis mutandis* to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 8.13 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already purchased a License from the Consultant. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 8.12 will apply, or a Reorganization, in which case Section 8.13 will apply, but it is not intended that Sections 8.12 and 8.13 will apply to any single sequence of events, if such application would result in a duplication of the fees established in those provisions.

8.14 Binding Agreement and Enurement

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

8.15 Entire Agreement

This Agreement and all schedules, exhibits, or otherwise specifically incorporated materials shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Parties by any of their employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The Parties acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

8.16 Independent Contractor

Organization engages Consultant under this Agreement solely as an independent contractor to perform Consultant duties which are described in this Agreement. Organization and Consultant expressly acknowledge and agree that Consultant is the independent contractor of Organization and nothing contained in this Agreement or which otherwise exists shall be construed by Organization, Consultant or any third person or entity to create a relationship of joint venturers, partners, or employer and employee.

8.17 Governing Law

This Agreement shall be governed by the laws of the State in which Organization is located.

8.18 Limited Severability.

- A In the unlikely event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Notwithstanding the foregoing sentence, however, this Agreement shall retroactively be deemed reformed to the extent reasonably possible in

such a manner so that the reformed Agreement provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments, and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

- B** If the Agreement cannot be retroactively reformed in such a way that it provides essentially the same rights and benefits to the Parties then either Party may terminate the Agreement without further rights or liabilities to the other Party other than those that expressly survive termination.

8.19 Waiver

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

8.20 Counterparts

This Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

8.21 Agreement is Discloseable

This Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Consultant. Organization agrees that Consultant may disclose all or any portion of this Agreement to any of its current or prospective customers.

8.22 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes of this Agreement and carry out its provisions.

8.23 Indemnifications, Warranties, and Representations Survive

All representations and warranties contained in this Agreement (and in any instrument delivered by or on behalf of any Party pursuant hereto or in connection with the transactions contemplated hereby) are true on and as of the date so made, will be true in all material respects during the term of this Agreement. In the event that any representation or warranty by a party is untrue, the other Party shall have all rights and remedies available only pursuant to this Agreement and otherwise at law or in equity except where restricted by this Agreement. The provisions of this Agreement wherein a Party has explicitly indemnified, made

warranty or representations to the other Party shall survive the expiration or earlier termination of this Agreement.

8.24 Attorney Fees.

In the event it becomes necessary for a party to this Agreement to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms, covenants or conditions of this Agreement, the non-prevailing party will pay the other party's reasonable expenses, including, but not limited to, expert witness fees, court costs, litigation and appeal expenses, and reasonable attorney fees incurred because of the breach. The Limitation of Liability section shall apply to this Section.

8.25 Insurance

A General

- i* At the same time as execution of this Agreement, the Consultant will furnish the Organization of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona.
- ii* The Consultant and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- iii* The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- iv* The Organization in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Consultant from liabilities that might arise out of the performance of the Agreement services under this Agreement by Consultant, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the Consultant is free to purchase any additional insurance as may be determined necessary.
- v* Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- vi* Use of Subcontractors: If any work is subcontracted in any way, the Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements

as the Organization requires of the Consultant in this Agreement. The Consultant is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

B Minimum Scope and Limits of Insurance. The Consultant will provide coverage with limits of liability not less than those stated below.

- i Commercial General Liability-Occurrence Form.* Consultant must maintain “occurrence” form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 operations, independent Contractors, products completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- ii Automobile Liability - -Any Auto Hired or Non-Owned Vehicles.* Consultant must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Consultant hired, and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be “follow form” equal or broader in coverage scope than underlying insurance.
- iii Workers Compensation and Employers Liability Insurance:* Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant employees engaged in the performance of work or services under this Agreement and must also maintain Employers’ Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- iv Professional Liability.* Professional Liability: If the Agreement is the subject of any professional services or work performed by the Consultant, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Consultant, or anyone employed by the Consultant, or anyone whose acts, mistakes, errors and omissions the Consultant is legally liable, with a liability limit of \$1,000,000 each claim and \$1,000,000 all claims. In the event the Professional Liability insurance policy is written on a “claims made” basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Consultant will submit Certificates of

Insurance as evidence the required coverage is in effect. The Consultant must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a three (3) year period.

C Additional Policy Provisions Required

- i Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the Organization. Consultant's insurance policy in respect of the Professional Errors and Omissions coverage is subject to a \$500,000 deductible.
- ii Organization as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
- iii* The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Organization, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Consultant including the Organization's general supervision of the Consultant; Products and Completed operations of the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant.
- iv* The Organization, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Agreement.
- v* The Consultant's insurance coverage must be primary insurance with respect to the Organization, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Organization, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Consultant and must not contribute to it.
- vi* The Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- vii* Coverage provided by the Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.
- viii* The policies must contain a waiver of subrogation against the Organization, its officers, officials, agents, and employees, for losses arising from Work performed by the Consultant for the Organization.
- ix* The Consultant, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for

a minimum period of 3 years following completion and acceptance of the Work. The Consultant must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.

- x If a Certificate of Insurance is submitted as verification of coverage, the Organization will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Consultant must forward renewal or replacement Certificates to the Organization within 10 days after the renewal date containing all the necessary insurance provisions.
- xi All Certificates must cite a 30-day advance notice of cancellation provision. If the ACORD Certificate of Insurance form is used, the phrases in the cancellation provision “endeavour to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

8.26 Default and Remedies. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party (“Cure Period”), shall constitute a default under this Agreement, Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided for explicitly under this Agreement, and otherwise as permitted by law or equity except where such rights are restricted by this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. Harris Computer Corporation

Per: _____

Name: Melanie Judge

Title: Chief Financial Officer

**CITY OF CHANDLER, an Arizona
municipal corporation**

By: _____

Name:

Title: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Schedule "A"
Detailed Description of Software

CIS Infinity Version 3 is 32 -bit object-oriented software that operates in a Windows XP/Vista/7 environment. The basic package is comprised of the following individual modules and sub-modules that perform the basic functions of a billing and customer service operation and includes all related media and other materials:

MODULES AND SUB-MODULES	
<ul style="list-style-type: none"> • Alerts/Actions • Advanced Reports • Billing <ul style="list-style-type: none"> • Auto Final Bill • Bill Re-print • Bill Journal • Cancel-Re-bill Process • Cycle Billing • Estimating • Exceptions • Final Billing • Pre-Exceptions • Regular Billing • Manual Billing • Flat Rate Billing • Service Add/Remove • Cash Register <ul style="list-style-type: none"> • Bill Payment • Credit Card Authorization • OCR/Barcode Scanning • Receipt Printing • Sundry Payments • Collections <ul style="list-style-type: none"> • Arrangements • Assistance Agency • Bankruptcy • Credit Rating • Disconnect/Reconnect • Late Charge/Discount • Notices • Post-Date Inquiry • Write-Offs • 3rd Party Notification • Contact Management • Correspondence Management 	<ul style="list-style-type: none"> • Customer Service Inquiry • Financial Reports • Inventory Management <ul style="list-style-type: none"> • Backflow Device • Electric Meter • Gas Meter • Instrument Transformer • Key Management • Propane Tank • Solid Waste • Streetlight • Water Heater • Water Meter • Transformer/Loading • Loans • Memberships • Meter Reading • Move In/Move Out • Multiple Receivables • New Services • Payment Processing <ul style="list-style-type: none"> • Adjustments • Bank File Import • Deposits • Payments • Penalties • Post Dated Checks • Third Party File Import • Period End Routines • Point of Sale • Pre-Authorized Payment • Rate Management • Scheduler • Service Orders • Security

Certificates to the Organization within 10 days after the renewal date containing all the necessary insurance provisions.

.xi All Certificates must cite a 30-day advance notice of cancellation provision. If the ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

8.24 **Default and Remedies.** Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days after written notice thereof from the other party ("Cure Period"), shall constitute a default under this Agreement, Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies provided for explicitly under this Agreement, and otherwise as permitted by law or equity except where such rights are restricted by this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year first written above.

N. HARRIS COMPUTER CORPORATION

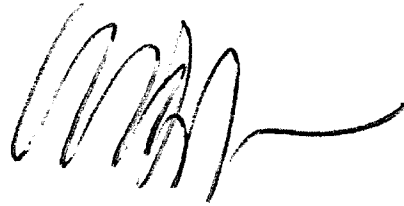
Per:



Name: Peter Fanous
Title: Executive Vice President

N. Harris Computer Corporation

Per: _____

A handwritten signature in black ink, appearing to be 'MJ' followed by a horizontal line.

Name: Melanie Judge
Title: Chief Financial Officer

**CITY OF CHANDLER, an Arizona
municipal corporation**

By: _____

Name:
Title: Mayor

ATTEST:

City Clerk
APPROVED AS TO FORM:

City Attorney

Infinity.Link Version 3 is a web-based customer portal solution that integrates real-time with CIS Infinity Version 3. It provides your customers with the ability to access their utility billing/customer information, make payments and manage their accounts. Infinity.Link is comprised of the following modules and sub-modules.

MODULES AND SUB-MODULES	
<ul style="list-style-type: none"> • Customer Registration • Change Profile • List Accounts • Billing History • View Past Bills • Service Orders • Usage History • Compare Usage • Transaction History • View PAP/ACH • Sign up for Auto-Pay 	<ul style="list-style-type: none"> • Service Information • View Deposit • Make Payments • Report a Problem • Submit a Reading • FAQ's/Utility Tips • Help • Moving-in Services • Moving-out Services • Recent Bill Inserts • Request Services

Infinity.Mobile Version 2 is a web-based paperless service order solution that integrates real-time with the service order module in CIS Infinity Version 3. It contains a dispatch component for managing and dispatching service orders to field staff, and a field component for field staff to receive, manage and complete their assigned service orders. Infinity.Mobile is comprised of the following modules and sub-modules.

MODULES AND SUB-MODULES	
<ul style="list-style-type: none"> • Dispatcher Side • Dashboard • View/Filter/Assign Orders • Scheduled Orders • Dispatched Orders • Completed Orders • In Progress Orders • Past Due Orders • Online FSRs • Mobile Order Reports • FSR Messages • User Administration • Dispatcher/FO/FST Admin • Formset Design/Setup • Mobile Manager 	<ul style="list-style-type: none"> • Field Side • Active Orders • Complete Orders • Cancel Orders • Upload-Ready Orders • Pending Orders • Archived/Discarded Orders • Standard Notes Setup • Send Note • Export Routing Info

Schedule “B”

Implementation Process and Timetable

I. COMPLETION OF SERVICES – GLOBAL TIMETABLE

- | | | |
|----|---|----------------|
| 1. | <u>Project Commencement Date:</u> | September 2012 |
| 2. | <u>Estimated Project Completion Date:</u> | March 2014 |
| 3. | <u>Organization’s Project Manager:</u> | Kerstin Nold |
| 4. | <u>Consultant’s Project Manager:</u> | Dante Fabiello |

Schedule “C”

Fee Structure and Payment Schedule

	City of Chandler	
	Payment Milestones	
Month	Description	Milestone
	License Milestones	
	CIS Infinity, Infinity.Link, Infinity.Mobile, Infinity.Teleconnect Licenses 50% due upon contract signing	\$ 248,900
	CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.Teleconnect Licenses 50% due upon software install	\$ 248,900
	Arizona Use Tax due upon software installation	\$ 32,854.80
	Services Milestones	
1	Project Management Month 1	\$ 14,210
1	Project Initiation - setup & installation	\$ 57,490
2	Project Management Month 2	\$ 14,210
2	Functional Discovery Workshop 1 to 6	\$ 24,340
2	Overview training	\$ 6,000
3	Project Management Month 3	\$ 14,210
3	Functional Discovery Workshop 6 to 12	\$ 21,600
3	Functional Discovery finalization & Initial configuration	\$ 10,350
3	Setup and Install Infinity.Teleconnect	\$ 3,000
4	Project Management Month 4	\$ 14,210
4	Technical Discovery	\$ 55,730
4	Interface and Mod Specifications Delivery & configuration	\$ 11,550
5	Project Management Month 5	\$ 14,210
5	Initial Conversion & configuration load and updates	\$ 21,150
6	Project Management Month 6	\$ 14,210
6	Modifications February	\$ 7,500
6	Initial Configuration & Conversion	\$ 41,850
6	Core Team Training 9 courses	\$ 14,250
7	Project Management Month 7	\$ 14,210
7	Modifications March	\$ 6,600
7	Configure Interfaces March	\$ 25,500

7	Initial Configuration & Conversion	\$ 4,500
7	Core Team Training 5 courses	\$ 9,750
7	Reports, Notices, Receipts	\$ 35,400
8	Project Management Month 8	\$ 14,210
8	Modifications April	\$ 6,600
8	Custom Reports	\$ 23,100
8	Configure Interfaces April	\$ 26,700
8	Configuration testing April	\$ 23,400
9	Project Management Month 9	\$ 14,210
9	Modifications May	\$ 6,600
9	Reports, Notices, Receipts & Bill Print coding and testing	\$ 27,150
9	Complete Functional Testing	\$ 30,750
9	ITC1 Data Testing & Configuration Updates	\$ 12,750
10	Project Management Month 10	\$ 14,210
10	Modifications June	\$ 6,600
10	ITC1 Data Testing & Configuration Updates	\$ 22,500
10	Reports, Notices, Receipts & Bill Print completing	\$ 4,200
10	On the Job Training June	\$ 12,000
10	Install Infinity.Link	\$ 15,900
11	Project Management Month 11	\$ 14,210
11	Modifications July	\$ 6,600
11	On the Job Training July	\$ 21,000
11	ITC1 Testing complete and start ITC2 testing	\$ 29,250
12	Project Management Month 12	\$ 14,210
12	Modifications August	\$ 6,600
12	On the Job & End User Training August	\$ 40,350
12	ITC2 testing	\$ 12,000
12	Install Infinity. Mobility	\$ 12,000
13	Project Management Month 13	\$ 14,210
13	Modifications Sept	\$ 6,600
13	End User Training September	\$ 30,000
13	ITC2 testing complete	\$ 6,000
13	UAT Testing starting	\$ 24,450
14	Project Management Month 14	\$ 14,210
14	Modifications Oct	\$ 6,900
14	UAT Testing complete	\$ 12,000
14	Data Conversion for GO-Live and preparation	\$ 6,600
15	Project Management Month 15	\$ 14,210
15	Data Conversion for GO-Live and preparation	\$ 11,850
16	Project Management Month 16	\$ 14,210
16	Go Live	\$ 33,000

16	Post Go Live December	\$ 18,000
17	Project Management Month 17	\$ 14,210
17	Post Go Live January	\$ 27,000
18	Project Management Month 18	\$ 14,210
18	Post Go Live February	\$ 18,000
19	Project Management Month 19	\$ 14,210
19	Post Go Live March	\$ 3,000
	Grand Total	\$ 1,706,654.80
Note: COC will receive one invoice per month for all milestones due in the given month.		

Schedule “D”

Support and Maintenance Agreement

This support and maintenance agreement (the “Support and Maintenance Agreement”) between Consultant and Organization becomes effective on the date that the first payment, as described in Paragraph 3, is due which is at the start of Go-Live, as defined in Schedule C and Subsection 1.1P (“ Support & Maintenance Effective Date”) of the Agreement (as defined below). The date of Go-Live becomes the anniversary date of the Support and Maintenance Agreement.

Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the “Agreement”, which is the Software License, Implementation and Support and Maintenance Agreement.

1. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide support and maintenance services, including those set forth in Exhibit 1, which include revisions, updates and enhancements to the Software and related materials under the Agreement.
2. Subject to the terms and conditions of this Support and Maintenance Agreement, Consultant shall provide software support via telephone and electronic mail, and site visits when necessary consistent with the hours of operation, all as described in Exhibit 1 hereto and in effect as of the date hereof, as such services may, at the discretion of Consultant, be modified or supplemented from time to time (provided that any changes generally apply to all licensees of Consultant). To enable Consultant to provide effective support, the Organization will establish auto remote access based on remote access procedures compatible with Consultant’s practices in accordance with the provisions set forth in Schedule J of the Agreement.
3. In consideration for the support services specified in Section 2 and at the time mandated in the Agreement,, Subsection 3.5B, Organization shall pay the Annual Support and Maintenance Fee of \$94,750. The Annual Support and Maintenance Fee will be billed annually in advance beginning on the anniversary of the Support and Maintenance Effective Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, in the initial year, that the Consultant issue a prorated invoice for the portion of the year remaining in said initial year. Consultant may change the Annual Support and Maintenance Fees beginning in the second year of this Agreement subject to the following: the maximum increase in the Annual Support and Maintenance Fee shall be limited to no more than 3% for each year based on the Annual Support and Maintenance Fees charged for the preceding year and this restriction shall be in effect for the first ten (10) years of this Agreement. In addition to the Annual Support and Maintenance Fee, Organization shall reimburse Consultant for its direct expenses in providing support services pursuant to this Support and Maintenance Agreement in accordance with Subsection 6.1C (ii to iv) of the Agreement, or as such fees are amended from time to time taking into account the yearly increase permitted herein and provided that such updated reimbursement fee levels generally

apply to all of Consultant's clients

4. All support services provided by Consultant to Organization other than those specified in Section 2 (such as, but not limited to, on-site support), shall be provided to Organization by Consultant at Consultant's then prevailing prices, hourly rates, policies and terms. For certainty, any Periodic Updates to the Software will be made available to Organization free of charge (with respect to the actual updates or enhancements), but all services provided by Consultant with respect to such updates or enhancements will be subject to the Consultant's then-prevailing prices, hourly rates, policies and terms, meaning that such then-prevailing prices will apply to matters such as set-up and training relating to such updates or enhancements. Notwithstanding the foregoing, Consultant will provide Consulting Services, all of which are specifically detailed in Article III of the Agreement, at a 25% discount on the Professional Service fees for the Version Upgrade of the Software
5. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges.
6. The initial term of this Agreement shall be for one year beginning on the Support & Maintenance Effective Date determined in the opening paragraph of this Support and Maintenance Agreement. Thereafter, the Agreement may be automatically renewed for the first five (5) years on an annual basis, unless terminated by either party upon giving to the other not less than 30 days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. Organization shall pay the then prevailing Annual Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. If the Support and Maintenance Agreement is terminated by Organization, it shall be entitled to retain the Software licensed to it as at the date of such termination, but it will relinquish its rights to receive upgrades of, or enhancements in both Periodic Update and Version Upgrade forms to, the Software, services for the Software, or access to the Source Code in escrow upon the occurrence of any event specified in Section 2.6 of the Agreement. For certainty, and without mitigating the application of the Agreement during the term of this Support and Maintenance Agreement, the terms and conditions of the Agreement relating to the license of the Software and the Documentation and the rights and obligations of the parties with respect thereto will continue to apply to Organization following the termination of this Agreement.
7. Title to and ownership of all proprietary rights in the Software and all related proprietary information shall at all times remain with Consultant as set forth in the Agreement, and Organization shall acquire no proprietary rights by virtue hereof.
8. Unless terminated pursuant to Paragraph 6 hereof, this Support and Maintenance Agreement shall remain in full force and effect except as terminated as follows:
 - (a) if either party neglects or fails to perform, observe or cure within ninety (90) days of written notice of such failure to perform any of its existing or future obligations.

- (b) If Organization attempts to assign this Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Agreement.
- 9. Upon any termination as set forth in paragraph 8, any fees paid by Organization will be refunded on a pro-rata basis.
- 10. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the Agreement.
- 11. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- 12. A valid contract binding the parties hereto shall come into being only upon execution of this Support and Maintenance Agreement by a duly authorized agent, officer or representative of both parties.
- 13. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Consultant and Organization. No change, termination or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.
- 14. The parties hereto agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders submitted by Organization.
- 15. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor Consultant shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
- 16.
 - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
 - (b) The Organization and the Consultant recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Consultant arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and the Consultant's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
 - (i) FOR BREACH OR DEFAULT BY THE CONSULTANT OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE ORGANIZATION TO RESCIND OR BE

DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT AND WHETHER IN THE NATURE OF A BREACH OF CONDITION OR A FUNDAMENTAL BREACH, THE ORGANIZATION'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY THE CONSULTANT OF THE ORGANIZATION'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND THE CONSULTANT SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO THE CONSULTANT UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.

- (ii) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL THE CONSULTANT BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CONSULTANT SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE ORGANIZATION BY ANY OTHER PARTY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE ORGANIZATION IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

- 17. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
- 18. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of the Consultant arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
- 19. This Support and Maintenance Agreement shall be governed by the laws of the State in

which the Organization is located.

20. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Agreement.
21. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
22. Time shall be of the essence of this Support and Maintenance Agreement.
23. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
24. The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Support and Maintenance Agreement and carry out its provisions.
25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

N. Harris Computer Corporation

Per: 

Name: Peter Fanous

Title: Executive Vice President

N. Harris Computer Corporation

Per: 

Name: Melanie Judge

Title: Chief Financial Officer

**CITY OF CHANDLER, an Arizona
municipal corporation**

By: _____

Name:

Title: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT 1

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 1 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Consultant reserves the right to make modifications to this document as required; provided, however, Consultant shall not reduce the scope of support provided hereunder without the prior consent of the Organization.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
 - Guaranteed Support on your existing applications for life
 - Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting & issue resolution
- E-mail support call logging and notification
- Free eSupport access 24 x 7 with the following on-line benefits:
 - Log & close calls
 - View & update calls
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Support knowledge base
 - Participate in Discussion Forums
 - Report on metrics
- Standard software releases and updates
 - Defect corrections (as warranted)
 - Planned enhancements
 - State and/or Federal mandated changes (charges may exist depending on scope)
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
- Limited training questions (15 minute guideline)
- Customer Care Program
 - Quarterly News Letter with support tips
 - Technical support bulletins
 - Communication on new products and services
 - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Outstanding Calls Report with conference call (as required)

- Ability to attend the annual customer conference (attendance fees apply)

HelpDesk Hours

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support is available from 8:00 p.m. EST through to 8:00 a.m. EST and is billable on an hourly basis. Support hours may vary by specific product line. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: Initial Response within 30 minutes. Organization will be updated within 1 hour of reporting issue if the incident has not already been resolved.

Priority 2: Initial Response within 5 hours. Organization will be updated with a plan for resolution within 3 hours of reporting the issue if the incident has not already been resolved. Complete resolution or acceptable work around within 1 business week

Priority 3: Initial Response by the next local business day. Organization will be updated with a plan for resolution within 2 business days of reporting issue if the incident has not already been resolved. Complete resolution or acceptable work around within 90 days

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

Critical Business Impacts – (The impact of the reported deficiency is such that the customer is unable to either use the Software or reasonably continue work using the Software.).

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 – Medium

Significant Business Impact – (Key features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Organization's productivity or service level.)

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 – Low

Some Business Impact – (Key features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The Organization impact, regardless of product usage, is minimal loss of operational functionality or implementation resources.)

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your organization name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call id to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your all in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. The email will also include the root cause analysis information. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, your support call will be closed and replaced by the development id number. The development id number will remain open until your issue has been completely resolved. Our support system or one of our support analysts will verify/confirm with you that your issue is resolved before it is closed. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.
- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

- Level 1:** Contact the support representative working on your issue
- Level 2:** Contact the support supervisor or group lead
- Level 3:** Contact the Director of Support
- Level 4:** Contact the Vice President of Operations
- Level 5:** Contact the EVP of Business Unit

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

User Group Meetings

Harris holds an annual Customer Conference

Regional user group meetings

Any fees associated with user / regional user groups are not included in the Annual Support and Maintenance Fee

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades (Costs to upgrade to CIS Infinity Version 4 are estimated at \$50,000 - \$100,000)
- Support of third party software
- Installations / re-installations (workstations, servers)

Test, Development, Training Databases & Environments

We support customers in the maintenance of independent Test, Development, and Training Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the client's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers).

Hardware and Third Party Support – if applicable

The purpose of this section is to provide our customers with information on our standard coverage and the services which are included as part of your annual hardware and third party software support (if applicable). This section serves as a guideline for the support department but is superseded by an existing third party or other agreement.

The services listed below are services that are out of scope and are therefore considered billable – please note that we do not provide hardware support for any printers:

- on-site installation or upgrade of hardware and third party software
- extended telephone training (beyond 15 minutes)
- reconfiguration of hardware and file servers
- recovering data resulting from client error
- upgrading of hardware systems
- preventative maintenance monitoring or other services
- recommending or assisting with disaster recovery plans
- re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- creation of custom reports
- report writer training, upgrades and installations (other than at time of initial purchase)



City of Chandler Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, by Harris' Advanced Utility Systems ("Advanced"), to City of Chandler ("the City"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the City's CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by the City. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by the City.

Background

The City is replacing its current utility billing system with a new CIS that is consistent with existing and planned customer service business processes. The City has been using the utility billing system by Hansen since 2000. The City is currently live on Hansen version 7.7 and runs on an Oracle 11g platform. The City recognizes that some of the tools and technology used by the vendor may be outdated; as a result, the City is not leveraging the latest CIS offerings in the market place.

Objectives

The City will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Credit and Collection Management
- Customer Management
- Customer Service Care
- Financial Management
- Inventory Management
- Rates Management
- Service-Premise Address Management
- Service Order Management
- Usage Management
- Report Management

CIS Infinity is intended to address the following the City objectives:

- **To provide exceptional levels of customer service.** The need for the City to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of the City.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting the City's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other the City applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC)

Name: Kerstin Nold
Title: IT Services Manager
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2490
Email: Kerstin.Nold@chandleraz.gov

Other Contact

Name: Carolee Stees
Title: Purchasing
Organization: City of Chandler
Address: 175 North Arizona, AZ 85225
Phone: (480) 782-2405
Email: Carolee.Stees@chandleraz.gov

Name: Monique Bond
Title: IT Project Coordinator
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2479
Email: Monique.Bond@chandleraz.gov

Name: Jeff Forney
Title: IT Service Coordinator
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2468
Email: Jeff.Forney@chandleraz.gov

Name: Rachelle Faherty
Title: IT Application Manager
Organization: City of Chandler
Address: 275 E Buffalo St, Chandler, AZ 85225
Phone: (480) 782-2477
Email: Rachelle.Faherty@chandleraz.gov

Name: Jim Crocker
Title: Utility Business Manager
Organization: City of Chandler
Address: 175 S Arizona Ave., Chandler, AZ 85225
Phone: (480) 782-2283
Email: jim.crocker@chandleraz.gov

Project Scope

The scope of this effort is to provide services to the City to assist in the transformation of the customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Link, Infinity.Mobile and Infinity.Teleconnect
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Interface Specification and Delivery
- Identified Gaps - Modifications Specification and Delivery
- Custom Report Development
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Definitions as found in Section 1.1 of the Agreement can be found in Appendix E of the Scope of Work.

Task 1 – Project and Contract Management

Advanced will assign a Project Manager (PM) for the management of this SOW. The PM will meet with the City's Project Manager to discuss the SOW and define the steps to be taken to perform the work. The City Project Manager will approve all deliverables and associated invoices for this task order as well as providing oversight and guidance to ensure that completion of this task order meets the City's goals and budget.

Subtask 1.1 - Project Planning

Project Planning will consist of developing project control policies and procedures in accordance with standard industry practices for project administration, execution, and tracking. Advanced will coordinate a joint effort with the City to complete the Project Planning. Project Planning will include the following:

Project Plan

Advanced will coordinate a joint effort with the City to supply a complete **Project Plan** ten work days prior to the Project Kick-off. A preliminary Project Plan based on this Scope of Work is included in Appendix A. Following the City approval, the Project Plan will be used as a baseline for control of the project. Based on the City approved changes, Advanced will be responsible for updates to the Project. The Project Plan will be one program control mechanism used to manage, track, and evaluate Advanced's performance. The Project Plan will include the following:

1. Project Schedule Dependencies

Advanced will identify all tasks, deliverables, and appropriate milestones where the City information/activity is required and where timeline dependencies for subsequent Advanced activities within the project plan exist. The milestones will be displayed in Microsoft Project 2010. Tasks will be resource loaded.

2. Detailed Staffing Plan

Advanced will document the staffing plan of personnel to be utilized throughout the course of the SOW. The staffing plan will identify the individual, the major tasks to be performed by the individual, and the level and percentage of all personnel required to complete this SOW.

Advanced and the City Roles and Responsibilities

Advanced will coordinate a joint effort with the City to identify Advanced and the City project resource needs and how they will be used to accomplish tasks. Please see Appendix D Roles and Responsibilities for details.

Additional Advanced Obligations:

In order to achieve the completion of services, Advanced agrees, subject to the terms and conditions of this Agreement, to perform the following services for the City:

Oversee and implement the conversion from the City's existing software applications to Advanced's Software substantially in accordance with the project plan.

Install the Software, perform necessary set up and configuration operations, perform initial testing and parallel testing in accordance with the project plan.

Provide the training substantially in accordance with the project plan.

- (i) Advanced recommends a maximum of eight (8) people in each training class for optimal training. In any training class exceeding eight (8) people, The City may be assessed an additional charge for additional instructors.

(ii) The City is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

(iii) On-line reference documentation is delivered with each release. The City may print this documentation solely for its internal use.

(iv) Cancellation of any on-site Services by the City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Cancellation by the City with fourteen (14) days or less of scheduled on-site Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Advanced due to advance scheduling of travel. Additionally, the City hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Advanced then current schedule permits. Advanced is not responsible for any delay in the City's project resulting from the City's cancellation of training. If upon Advanced arrival, the City is not adequately prepared or has not completed the assigned tasks for such visit by Advanced, then the City will be billed 100% of the on-site fee and scheduled on-site services can be cancelled by Advanced. If additional services are required because the City was not adequately prepared, Advanced will provide a Change Order to the City for the additional services.

Additional the City Obligations:

Co-operation by the City -- The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff and agrees to act reasonably and co-operate fully with Advanced to achieve the Completion of Services.

Required Programs. The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "Required Programs"), as detailed in the Software License Agreement - Schedule "H".

Hardware. The City acknowledges that the operation of the Software requires the City's hardware to be of sufficient quality, condition and repair, and the City agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If Advanced determines that the City's hardware is not of sufficient quality, condition and repair, Advanced shall notify the City in writing of the Hardware deficiencies. The City will strive to remedy any hardware deficiencies within 30 days of notification.

Project Manager – The City shall appoint a project manager (the "Project Manager") who shall work closely with Advanced to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process.

Additional items

(i) The City shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Advanced manuals and instructions. If the City's personnel are not properly trained as mutually determined by Advanced and the City, the City agrees that such personnel will be trained by Advanced or the City within fifteen (15) days of determination. If the City desires Advanced to perform the required training then Advanced shall be compensated in accordance with this Agreement.

(ii) The City shall establish proper backup procedures necessary to replace critical the City data in the event of loss or damage to such data from any cause. The City shall provide Advanced with access to qualified functional or technical personnel to aid in

diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.

- (iii) The City shall have the sole responsibility for:
 - (a) the performance of any tests it deems necessary prior to the use of the Software.
 - (b) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
 - (c) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
 - (d) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of Advanced Software.

Issues Management (CustomerWise)

CustomerWise is Advanced's online tool for documenting and tracking IT issues as part of the overall implementation. During Project Initiation as described in Section 3.1, the City will be trained on the use of CustomerWise. Each identified user will be enrolled in mycisinfinity.com, Advanced's on-line customer portal, which provides access to CustomerWise. Each user will be provided with a user name and password. Project issues identified by the City will be logged in CustomerWise. Advanced's project team members will also use CustomerWise to log any issues that they identify. Advanced's Project Manager will assign ownership, priority and due date for each issue and monitor the status of each issue through to resolution. Outstanding issues will be reviewed during the weekly and monthly project review meetings. The City is responsible for testing of fixes and for confirmation of issue closure.

Risk Management Plan

Advanced will coordinate a joint effort with the City to document how risks are systematically identified, analyzed and mitigated throughout the project. The Risk Management Plan will include descriptions of how the risks will be/were determined, including planning methodology, assumptions and decisions. A risk matrix will be used to identify probability-impact ranking. Each risk will have an appropriate strategy.

The following process will be used to effectively manage project risk:

- 1) Identify and Log Risk
All Advanced and the City project team members are responsible for identifying project risks and reporting them to Project Manager. The vehicle for documenting risks is the Risk Log which is maintained by the Advanced's Project Manager.
- 2) Validate, Prioritize and Assign Risk
Advanced's and the City's Project Managers will review new risks and designate them as *active*, *deferred* or *closed*. Advanced's Project Manager will assign a Risk Owner and ensures that the risk description is comprehensive and accurate. Throughout the risk lifecycle, the risk status will be updated by the Risk Owner. If the risk creates a change in scope, budget, benefits or timeline then the risk is closed with a resolution of "Change Request Needed" and the change control process is executed. The closed risk number is entered on a change control request form.
- 3) Analyze Resolution Options
The Project Team and Risk Owner will analyze the risk and work with the impacted groups to further define the risk and identify resolution options. The resolution options also include possible impacts on the project (if known). The Project Team and Risk Owner will work closely to complete the tasks of analyzing the options, resolving the risk and entering the data into the Risk Log.
- 4) Approve Risk Resolution

Advanced's and the City's Project Managers will review the risk resolution information on a weekly and monthly basis as part of the scheduled project meetings. When the risk is resolved appropriately, Advanced's Project Manager will update the risk with a status of "Closed". Advanced's and the City's Project Manager will escalate risk items as appropriate.

5) Monitor, Drive and Log Resolution

Upon approval, Advanced's and the City's Project Manager and Risk Owner communicate the risk resolution to all impacted projects and groups.

Communication Plan

Advanced will coordinate a joint effort with the City to document how the project ensures timely and appropriate generation, collection, dissemination, storage, and disposition of project information. It includes descriptions of how communication requirements will be/were determined and met, including any assumptions. It will also define responsibilities for both internal and external communication. The Communication Plan will be composed of two components within the document, as shown below.

1) Project Communication Plan – Advanced will produce this document for the City. This explains the communication method between the City and Advanced. See Appendix B for a draft Project Communication Plan.

2) Internal and External Communication Plans:

A) The Internal Communication Plan explains the communication between the City staff and the project team. This plan will be produced by the City.

B) The External Communication plan conveys critical customer information during the course of the implementation. Advanced will support an effort with the City to assist in the creation of this external communication plan. This effort will commence at the end of the functional discovery and will involve Advanced's Project Manager and the City's Project Manager.

Advanced will, where possible, will source external communication plan information that has been used at other Advanced's customer sites as examples. The external communication plan will define critical processes, dates and criteria to define when and how the dissemination of information will occur. This plan is the responsibility of the City and will require assistance from Advanced in order to complete this. The plan must be adopted by the City and will be executed at their discretion.

Change Order Procedures

Advanced will coordinate a joint effort with the City to document a Change Order process as addressed in the Agreement Schedule F and in the Scope of Work Appendix C. The Change Order Plan will identify how changes and their impact on the project will be identified, documented and communicated to the City. Appropriate sign-off channels will be developed for Change Order approval.

Training and Learning Verification Plan

Advanced will coordinate a joint effort with the City to document how users will be trained on the CIS Infinity product taking into consideration the software configuration completed as a result of the Discovery Analysis phase. The Training Plan will include training matrices that outline what users (technical, core team, and end users) will learn in each class and will describe course material. Respective roles and responsibilities related to developing and delivering training are as follows:

1) Core Team and End User Training

Core Team and End User Training will be delivered by Advanced using standard training workbooks provided by Advanced. Training will be conducted on-site in a hand-on classroom environment. The City shall provide a suitable training environment for training classes held the City's location including a computer for each user, network access and access to a printer from

the training room. City staff will be trained according to their job requirements. Each session assumes a maximum of ten (10) users for Overview / Daily Process training and eight (8) users for all other classroom sessions. Advanced will provide learning verification quizzes for all training materials. The City will consider administering the learning verification quizzes as a way of *ensuring staff understanding of the software and its use*.

2) On the Job Learning

On the Job Learning is a supplement to classroom training, and is ideally delivered one-to-one or in small groups of 2 or 3. Sessions will be conducted by Advanced with the City end user actually performing the tasks on CIS Infinity at their workstation with Advanced's trainer guidance.

Subtask 1.1 - Deliverables

Subtask 1.1 Deliverables	<ul style="list-style-type: none"> • Advanced and the City Roles and Responsibilities • Risk Management Plan • Communication Plan • Change Order Plan • Training and Learning Verification Plan
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Subtask 1.2 - Status Reports

Advanced will have weekly conferences, or as needed, with the City team to discuss work in progress, issues, actions, etc. Advanced will provide **Weekly Conference Minutes** of these exchanges. The weekly conferences are not replacements for daily interchange but serve as a weekly summary/recap with the City's team and Advanced's personnel involved in the task order.

Accompanying monthly invoices, Advanced will provide a summary of project progress, including significant issues resolved and significant issues raised.

Subtask 1.2 - Deliverables

Subtask 1.2 Deliverables	<ul style="list-style-type: none"> • Weekly Conference Minutes • Monthly project progress summary with monthly invoice • Participation in Steering Team briefings every other month
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Subtask 1.3 – Monthly / Quarterly Sponsor Review

Advanced will prepare a Monthly Sponsor Review to be attended by project management and project sponsor staff from both the City and Advanced. These meetings may move to quarterly if all parties agree. The monthly/quarterly sponsor review meeting will review progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties.

Subtask 1.3 - Deliverables

Subtask 1.3 Deliverables	<ul style="list-style-type: none"> • Quarterly Sponsor Review
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Task 2 – CIS Infinity Interfaces and Software Enhancements

Advanced will configure CIS Infinity to interact with the City's identified external systems to support the City's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City's Project Manager so that the City's Project Manager has visibility to all Advanced interface development work.

This task covers multiple CIS Infinity interfaces with existing the City's systems and CIS Infinity modifications to meet the City's CIS needs.

Advanced will document the status of development, whether conducted by the City or Advanced, in the weekly reports.

Subtask 2.1 - Interfaces

Advanced will identify any system modifications to support interfaces during the Discovery Analysis Phase. Other interfaces may be identified during the Discovery Analysis Phase and will be fully analyzed and specified as a result.

The following group of interfaces will require development efforts from Advanced and City staff to support the specific interface requirements. The specific system enhancements required to support a specific interface will be determined during the interface/modification discovery process. Advanced will create detailed and combined **Functional/Technical Specifications** for any interface requiring development from Advanced technical staff.

Advanced Interface Manager.

Total Interface Hours: 0 hours

1. Refuse Management System Interface

The City requires an interface between CIS Infinity and the City's Refuse Management System (RMS).

CIS Infinity will transfer to the RMS customer, service address information used by the RMS system to generate service requests and to keep their customer and service address data synchronized. The interface will be developed using stored procedures called by RMS to gather data stored in CIS Infinity.

The interface will transfer specific service order details from CIS Infinity to RMS so that RMS will generate service requests. Upon completion of the service request, information including the progress notes, completion notes, billing determinants, etc. is then sent back to CIS Infinity from RMS. The interface will support the ability for an action (e.g. task) to be generated in CIS Infinity from the RMS system.

Microsoft BizTalk Server will be used by Advanced and the City to manage the exchange of information for the CIS Infinity/RMS interface.

Total Interface Hours: 130 hours

2. Oracle Financials Interface

The City requires an interface between CIS Infinity and the Oracle Financials System to exchange general ledger and accounts payable (refund check) information.

The General Ledger Interface will transfer summarized general ledger information for updated cash, billing and adjustment batches from CIS Infinity to the Oracle Financials General Ledger module. Staging tables will be used to transfer the information between the two systems.

The Accounts Payable interface will export customer refund information from CIS Infinity to the Oracle Financials Accounts Payable module for the purpose of issuing refund checks to customers. Upon issuing refund checks, Oracle Financials will export check information to CIS Infinity for the purpose of recording the refund check number, refund check date and refund check amount on the corresponding customer account in CIS Infinity.

CIS Infinity will be enhanced with the ability to import updates about the status of the refund check received in from Oracle Financials.

Microsoft BizTalk Server will be used by Advanced and the City to manage the exchange of information for the CIS Infinity/Oracle Financials interface.

The specific system modifications required to support the Oracle Financials interface will be determined during the interface discovery process.

Total Interface Hours: 135 hours

3. Tele-Works (TWI) IVR Interface

The City requires a two-way real time interface between CIS Infinity and IVR for inbound customer calls and a batch interface to IVR for outbound customer calls.

The Infinity.Teleconnect IVR API will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity.

CIS Infinity and the Teleconnect API will be enhanced to have the ability to have actions generated from the IVR (such as a task).

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers, that can be imported and processed by the Alertworks product.

Total Interface Hours: 40 hours

4. Lucity Work Order Management System Interface

The City requires a two-way real time interface between CIS Infinity and Lucity WOMS, for some service order types which originate in CIS Infinity.

CIS Infinity currently has a real-time interface to Lucity to service order details from CIS to the work order management system that will generate service request.

Upon completion of the service request or work order, information including the completion date, completion notes, field worker id, etc. is then sent back to CIS Infinity from Lucity. Meter install and exchange information, as well as meter attributes can also be received from Lucity and processed in CIS Infinity.

This interface is also used when information in CIS Infinity has changed, such as member and account information, etc. The changed record is sent to Lucity upon saving the record within CIS Infinity.

Advanced will enhance the existing CIS Infinity functionality to support the specific requirements of the City. The specific system modifications required to support the Lucity interface will be determined during the interface discovery process.

Total Interface Hours: 125 hours

5. ACH Interface

The District requires an interface to export a file of customers signed up for ACH payments to the District's bank. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards. This interface will be configured within the configuration hours outlined.

Total Interface Hours: 0 hours (Configuration)

6. Remittance Processor Payment Import

The City requires an interface to import, on a scheduled basis, a payment file received from their remittance processor. CIS Infinity currently supports the importing of payment files using a configurable text file format defined using the Advanced Interface Manager.

This interface will be configured within the configuration hours outlined.

Total Interface Hours: 0 hours (Configuration)

7. Lockbox Payment Import

The City requires an interface to import, on a scheduled basis, a lockbox payment file received from their lockbox provider Chase Bank. CIS Infinity currently supports the importing of payment files using a configurable text file format defined using the Advanced Interface Manager.

This interface will be configured within the configuration hours outlined.

Total Interface Hours: 0 hours (Configuration)

8. PaymentTech Payment Import

The City requires an interface to import, on a scheduled basis, a lockbox payment file received from their lockbox provider Chase Bank. CIS Infinity currently supports the importing of payment files using a configurable text file format defined using the Advanced Interface Manager.

This interface will be configured within the configuration hours outlined.

Total Interface Hours: 0 hours (Configuration)

9. Payment Gateway Interface

The City requires a two-way real-time interface to an approved Harris Payment Gateway third party credit card processor to process one-time and recurring credit/debit card payments in CIS. CIS Infinity currently has a PA-DSS certified web service based interface with approved Harris Payment Gateway processors. The payment gateway interface will be configured within the configuration hours outlined.

Total Interface Hours: 0 hours (Configuration)

Subtask 2.2 – Software Enhancements

No modifications have been identified.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. Rate Structural Changes

Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. Third Party Payment Processor

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. An interface to a third party payment provider is considered customized development. The development of a third party interface for payment processing is a minimum \$30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. Loans

Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, we must perform a separate scope session to determine if additional programming is required to meet the specific needs of each client. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet the client requirements

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace the City's current CIS with Advanced's CIS Infinity software. Advanced will implement a phased approach in the lifecycle of this task order as described herein. Prior to starting each phase, the City will approve the work to be completed in each phase and approve progression to the next phase.

Subtask 3.1 - Phase 1 – Project Initiation

Subtask 3.1		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 1	Week 3	3 weeks

Advanced's PM will work with the City's Project Manager and staff to organize project information for the joint preparation of the **Project Plan** (see Task1). Advanced's PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Plan creation and acceptance.
- Software Installation, Installation Training and Installation Report.
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan).
- CustomerWise set-up and **CustomerWise Training** for software issue entry and tracking.
- CIS Infinity **Entity Relationship Diagram** delivery.
- **Project Team Contact List** which includes SharePoint groups and users that need access to CustomerWise.
- Overview of the operations of CIS Infinity via WebEx or similar media.
- Discovery agendas delivery and review - Functional, Data Conversion, Interface and Modification Discovery Agendas

Advanced's PM will operate the daily activities of the project and work in conjunction with the City's Project Manager and staff to ensure effective management of project staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	<ul style="list-style-type: none">• Project Plan Draft• Project Plan Final• Software Installation, Installation Training and Installation Report• CustomerWise Training• Entity Relationship Diagram• Project Team Contact List• Delivery and review of complete Discovery agendas. Functional, Data Conversion, Interface and Modification Discovery Agendas.
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Subtask 3.2 - Phase 2 – Discovery Analysis

Subtask 3.2 ¹		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 4	Week 21	18 weeks

The purpose of the Discovery Analysis Phase is to gather detailed business rules and operational information from the City and to provide a starting point for CIS Infinity system configuration. This analysis will provide an association between the City's business practices and the required CIS Infinity configuration.

The Discovery Analysis Phase covers the analysis and specification definition for interfaces and modifications identified in Task 2. Discovery Analysis will be led by Advanced and broken out into functional and technical workshops. The workshops review the functional, technical, and data conversion areas of the system and is the basis for how Advanced will configure, modify, integrate and convert all of the required business functions, business logic and data in the system.

Prior to the start of the Discovery Analysis phase, the City will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout.
- All required service orders to be created in CIS Infinity
- File layouts for all required interfaces
- Sample of bill prints, notices, door hangers and letters
- All payment types received and any associated payments information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Process flow of billing process
- Month End and Year End Report Requirements
- List of current software/human process pain points in the legacy software

Subtask 3.2.1 - Functional Discovery Analysis Workshops

Advanced will conduct functional discovery analysis workshops. These workshops will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify necessary the City's staff needed to attend these workshops two weeks in advance and provide finalized **Functional Discovery Analysis Workshop Agendas** the week prior to the start of the workshop.

Advanced will create a **Discovery Document** that will include, at a minimum, the following areas:

¹ Due to the intense nature of these sessions, logical breaks are planned to allow time for City staff to focus on their core duties. All sessions are not held continuously.

- 1. Foundation**
Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
- 2. Customer Account Inquiry**
Review of addresses and phone numbers, lookups and address and occupancy types.
- 3. Meters and Meter Inventory**
Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
- 4. Billing**
Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
- 5. Rates**
Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
- 6. Cashiering**
Review of all payment types, interfaces, ACH, endorsements, receipts and unapplied payments processing.
- 7. Collections**
Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
- 8. Move in Move Out**
Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
- 9. Customer Service**
Review of functions within the software such as new service creation, donation plans, discounts and special service offerings/community service functions.
- 10. Accounting**
Review of GL Setup and chart of accounts for GL/AP processing and refunds processing.
- 11. Service Orders**
Review of requirements for full service order processing and follow up actions control.
- 12. General**
Review of other functions within the system that address miscellaneous concerns, user defined fields and additional control forms.
- 13. Reporting**
Review of reporting requirements to establish expectations on what reports will be required within CIS Infinity and in what type of preferred format. The discussion will include searches, querying, and a review of CIS Infinity's canned reports. At the conclusion of this discussion Advanced will outline all the required base reports (auditor's, rates, revenue, cash, and others as needed) in a **Reporting Matrix**.

14. Specialty functions

Review of other functions within the system that address the following specific Chandler requirements:

- Industrial Pretreatment Program
- Cross Connection/Backflow Prevention
- Conservation Program
- New Service Function

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	<ul style="list-style-type: none">• Functional Discovery Document
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Subtask 3.2.2 - Technical Discovery Analysis Workshops

In addition to functional discovery analysis workshops, Advanced will conduct remote or onsite technical discovery analysis workshops for data conversion, modifications and interfaces. From these workshops Advanced will produce a **Data Conversion Discovery Plan** and **Modifications and Interfaces Strategy Document**. The technical discovery analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City's staff needed to attend these workshops two weeks in advance and will provide finalized **Technical Discovery Analysis Workshop Agendas** the week prior to the start of the workshops.

1. Data Conversion Discovery Plan

Advanced will work with the City to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and the City. The Data Conversion Discovery Plan will include the data mapping document and data validation parameters.

2. Gap Modifications and Interfaces Strategy Document

Advanced will identify with the City any modifications to be programmed in CIS Infinity (see Task 2). Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing.

Advanced will review with the City all required interfaces to be programmed in CIS Infinity (see Task 2). Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any

- Error handling
- Document data mapping from one database to another
- Requirements analysis

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	<ul style="list-style-type: none"> • Data Conversion Discovery Plan • Modifications and Interfaces Strategy Document
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Subtask 3.3.1 - Phase 3 - Interface/Gap Modification Specification and Delivery

Subtask 3.3		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 14	Week 39	16 weeks

As outlined in the Discovery Analysis Phase, Advanced will build upon the functional and technical workshops to produce a Functional Specification Document and Technical Specification Document for review and acceptance by the City.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary
- Process Overview
- Functional/Technical (as appropriate) Enhancement
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with the City remotely to make any changes to the specifications.

Advanced will ensure that all development work (Advanced and the City) is QA'd and pass regression testing and do not interrupt any business processes within the billing system or introduce adverse effects on functionality. Once the interface/modifications developed by the City and Advanced are successfully compiled, the City will be notified that the interfaces/modifications build is ready to be released and applied to the City test environment. Advanced will roll out the modifications into the City test environment remotely.

Subtask 3.3.1 – Deliverables

Subtask 3.3.1 Deliverables	<ul style="list-style-type: none"> • Functional Specification Documents • Technical Specification Documents • Deployment and Rollout of Modifications and Interfaces
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Subtask 3.3.2 - Phase 3 – Infinity.Link Add-on Interface

Subtask 3.3		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 36	Week 45	10 weeks

Infinity.Link is an add-on to the CIS Infinity suite of products. This self-service web portal will allow the City's customers to manage their accounts anytime and anywhere with internet access. Advanced will supply the City with the requirements to setup and configure Infinity.Link along with the necessary training and testing support.

Subtask 3.3.2 – Deliverables

Subtask 3.3.2 Deliverables	<ul style="list-style-type: none">• Installation & Configuration Checklist• Administrator and User training (via web and/or telephone conferencing)• Testing support• Deployment and Rollout of Infinity.Link
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Subtask 3.3.3 - Phase 3 – Infinity.Mobile Add-on Interface

Subtask 3.3		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 42	Week 56	15 weeks

Infinity.Mobile is an add-on to the CIS Infinity suite of products. This is a complete workforce automation application that leverages mobile and wireless technologies to optimize service order processes. Through an easy to use web-based dispatch application, service orders generated by customer service representatives or account managers form a task list to be assigned to available field personnel. Advanced will supply the City with the requirements to setup and configure Infinity.Mobile along with the necessary training and testing support.

Subtask 3.3.3 – Deliverables

Subtask 3.3.3 Deliverables	<ul style="list-style-type: none">• Installation & Configuration Checklist• Administrator and User training (via web and/or telephone conferencing)• Testing support• Deployment and Rollout of Infinity.Mobile
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Subtask 3.3.4 - Phase 3 – Infinity.Teleconnect Add-on Interface

Subtask 3.4		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 9	Week 42	32 weeks

Infinity.Teleconnect is an add-on to the CIS Infinity suite of products. It provides cost-effective, self-service options for all customers regardless of their preferred methods and resources; bundling Web, IVR, e-Billing, mobile, payment processing, and customer notifications into a single, consolidated solution. The Advanced will supply the City with the API and work with Tele-Works to setup and configure Infinity.Teleconnect. The City will need a Webserver and will design this web site to their requirements. The City will also purchase all required security for the Webserver and their network for the SSL certificates.

Advanced will discuss with Tele-Works's project team, the deliverables and Tele-Works's project milestones. Advanced will discuss with the City and Tele-Works a mutual timeline for the delivery and implementation of the Tele-Works application.

Subtask 3.3.4 – Deliverables

<p>Subtask 3.3.4 Deliverables</p>	<ul style="list-style-type: none"> • Installation & Configuration Checklist • Administrator and User training (via web and/or telephone conferencing) • Testing outline and support • Deployment and Rollout of Infinity.Teleconnect
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Subtask 3.4 - Phase 4 – Initial Configuration and Conversion

Subtask 3.4		
Start	End	Duration
Week 2	Week 23	22 weeks

The City will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert the City data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties an existing customer's rate or rates to their account. Advanced will develop a conversion routine to reflect the requirements of the City.

A full **Configuration Checklist** will be prepared by Advanced documenting CIS Infinity user-owned control forms that have been configured as well as the validated rate mapping. Configured interfaces through AIM will also be completed during this phase. These items are not considered core interfaces or modifications as they are configured rather than programmed into the system. All AIM interfaces will be listed on the Configuration Checklist.

Advanced's Conversion Specialist will prepare the data conversion to load onsite and deliver a completed **Initial Data Conversion Load** with all of the data validation parameters.

Advanced will install the Initial Data Conversion Load at the City and conduct a series of onsite rollouts to ensure the data conversion and configuration is correct. Advanced will produce generic **Conversion and Configuration Functional Test Scripts** to confirm the look and feel of the data and generic **Conversion and Configuration System Test Scripts** for manual meter reading, billing and cash to ensure system functions are operating. The City will provide results (pass/fail) from testing. Any deficiencies found during this rollout process will be documented in CustomerWise and provided to Advanced. Advanced is responsible for fully testing and correcting any technical deficiencies found during each rollout. The City is responsible for the data deficiencies and will complete the data cleansing needed.

The final build released during the Configuration and Conversion Phase will be the baseline for system testing. Advanced will maintain baseline control and data validation for all build releases. This includes any development work the City requires due to testing.

Advanced will in conjunction with City agree to convert data that is required for normal system operation and for historical record retention requirements including all necessary data requirements for Capital Credits processing and operations.

Subtask 3.4 – Deliverables

Subtask 3.4 Deliverables	<ul style="list-style-type: none"> • Configuration Checklist • Initial Data Conversion Load • Conversion and Configuration Functional Test Scripts • Conversion and Configuration System Test Scripts • Data Validation Parameters • Onsite rollout
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Subtask 3.5 - Phase 5 - Core Team Training

Subtask 3.5²		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 5	Week 27	23 weeks

The City's core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting system testing. CIS Infinity Core Team Training covers all of the major system components and will use the City data and the City system configuration. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions to introduce the City to alternative methods to operate the CIS system and to document and change some of the system processes performed within the City legacy system. Each training module will include the City's subject matter experts to ensure that business objectives as reflected in CIS Infinity are met. Training will accommodate up to 10 participants.

During training sessions, the City and Advanced will document any process gaps, system bugs, set up and conversion issues and process flow deficiencies and input these into CustomerWise. Advanced will assist the City with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City's testers or Advanced's testers, users who are given access to the system, and other personnel who may be involved during the Software Testing phase.

Advanced's PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. Advanced's PM will provide responses including analysis and level of effort to fix deficiencies. Advanced's PM or designee will document (in detail) any known work-around solutions and communicate these to the City's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

² The training will be completed over 4 weeks with at least one week break in between Week 2 of training and Week 4 of training.

Subtask 3.5 – Deliverables

Subtask 3.5 Deliverables	<ul style="list-style-type: none">• Training Documentation• Completion of onsite Instructor-Led Core Team Training• Learning Verification Quizzes
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Subtask 3.6 – Reports Development and Delivery

Subtask 3.6		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 25	Week 37	13 weeks

Reports identified as required in the Discovery process will be documented and delivered to the City in a functional reports matrix that compares the CIS Infinity Report to the existing required legacy report. In many cases, the existing legacy report may already be configured as a standard report in CIS. If this condition exists, we will match the report names to each other in the report matrix. Any required reports that do not have a standard report match, will be developed as a modified standard report or a custom report. . Month end and Year-end report requirements are included in this report matrix as required deliverables. This section relates only to reports driven out of CIS Infinity and does not cover scope for required reports out of 3rd party vendor requirements.

The City will provide a Bill Print mock-up from their vendor. Advanced will create a similar look and feel for bill re-reprints. Bill prints and notices are part of the standard delivery in our system and are not matched up on the reporting matrix.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	<ul style="list-style-type: none">• Functional Report Matrix• Month-End Reports matching and delivery• Year-End Reports matching and delivery• Other required reports• Bill prints for bill re-prints
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Subtask 3.7 - Phase 7 - Software Testing

Subtask 3.7		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 31	Week 59	29 weeks ³

³ Functional Testing = 1.5 month
Integrated Testing Cycle = 3 months
User Acceptance Testing = 1.5 month

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Each test cycle will have validated testing criteria which determine if the testing phase is complete and the system is ready for the next cycle of testing. Each of these pass/fail criteria items will be agreed upon by both parties and adopted by the City's Project Manager and documented in the test plans.

Advanced' PM will coordinate with the City to customize Advanced generic test scripts to match the City's specific business scenarios. From Advanced generic test scripts the City will create a **Functional Test Plan**, **ITC Plan** (Integration Testing Cycle), and **User Acceptance Test Plan**.

At the start of each test cycle, a full data conversion using a fresh data extract plus all balancing metrics, to be supplied by the City, will be performed to exercise the data conversion process and to update any required data fixes that are found by testing or where data changes are required to accommodate changes in system configuration.

Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies can be entered into CustomerWise by the City or Advanced's testers, users who are given access to the system, and other personnel who may be involved during the Software Testing Phase. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by Advanced's PM and will be reviewed in accordance with the Issue Management Plan with both Advanced and the City staff to ensure the issues are being actively worked and tested. Advanced's PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved as soon as possible. Advanced's PM will provide responses including analysis and level of effort to fix. Advanced's PM or designate will document (in detail) any known work around solutions and communicate it to the City's Project Manager. New builds, as a result from software testing deficiencies, will be data validated and redlined against the baseline build and maintained by Advanced.

Advanced will provide a technical point of contact during all testing activities. For any deficiencies without resolutions, Advanced will provide responses that include justification and mitigation plans.

The software testing phase is spilt into the following three test cycles:

1. Functional Testing

Functional testing will utilize testing scripts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, the City will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end.

Subtask 3.7.1 – Functional Testing Deliverables

Subtask 3.7.1 Deliverables	<ul style="list-style-type: none">• Functional Test Data Conversion Load• Functional Test Plan Outline• Rates Testing Matrix• Functional Test Plan acceptance criteria• Functional Test Plan Completion sign off• Functional Test Plan Report (generated from CustomerWise)
---------------------------------------	--

2. Integrated Testing Cycle (ITC)

ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

- ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing as well as modifications, interfaces, and reports.
- ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite to ensure additional knowledge transfer to the City on how CIS Infinity is configured to meet the City's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. As with the expectations of Functional Testing, both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to the City's Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.7.2 – Integration Testing Deliverables

Subtask 3.7.2 Deliverables	<ul style="list-style-type: none">• ITC1 Data Conversion Load• ITC1 Test Plan Outline• ITC1 Acceptance Criteria• ITC1 Plan Completion and Signoff• ITC1 Test Report (generated from CustomerWise)• ITC2 Data Conversion Load• ITC2 Test Plan Outline• ITC2 Acceptance Criteria• ITC2 Plan Completion and Signoff• ITC2 Test Report (generated from CustomerWise)
---------------------------------------	---

3. User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with the City to select the integration test scripts that will be used during UAT.

Subtask 3.7.3 – User Acceptance Testing Deliverables

Subtask 3.7.3 Deliverables	<ul style="list-style-type: none">• UAT Data Conversion Load
---------------------------------------	--

	<ul style="list-style-type: none"> • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off • UAT Test Report (generated from CustomerWise)
--	---

Advanced's PM will work with the City to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in the City's test environment by providing successful results in the **Functional Test Report**, **ITC Report**, and **UAT Report**. Advanced will work with the City to support performance tests.

Subtask 3.8 - Phase 8 - End User Training

Subtask 3.8		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 44	Week 53	10 weeks

Advanced will provide CIS Infinity End User training to the City to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with the City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and Advanced and the City's staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, the City] will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.8 – Deliverables

Subtask 3.8 Deliverables	<ul style="list-style-type: none"> • Completion of onsite Instructor Led End User Training • Learning Verification Quizzes • Training Session Sign-off
---------------------------------	---

Subtask 3.9 - Phase 9 - Go/No Go Criteria

Subtask 3.9		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 61	Week 62	2 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and the City to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by the City's Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness

- Review organization readiness

Subtask 3.9 – Deliverables

Subtask 3.9 Deliverables	<ul style="list-style-type: none"> • Go/No Go Criteria List • Final Release Data Conversion Load • Review, Sign-off and Authorization
---------------------------------	--

Subtask 3.10 - Phase 10 - Transition to Live

Subtask 3.10		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 61	Week 62	2 weeks

Advanced's PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and the City to transition CIS Infinity to the City production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned.
- Ordered steps for ensuring balancing of the system
- Delineate whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A embedded communication plan
- Agreement with Advanced staff to defer application of updating functions until system processing is in balance
- A formal release that documents that the system has been handed to the City in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by the City and Advanced's PM.

The cutover to live will occur over a weekend and will be coordinated by Advanced's PM and the the City staff.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	<ul style="list-style-type: none"> • Cutover Plan • AR Balancing Sign Off
----------------------------------	---

	<ul style="list-style-type: none"> • Bill Code Sign Off • Transaction Code Sign Off • Data Conversion Validation Parameters sign off
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Subtask 3.11 - Phase 11 - Post Go Live

Subtask 3.11		
<i>Start</i>	<i>End</i>	<i>Duration</i>
Week 65	Week 78	14 weeks

Advanced will assist the City throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support for a period of two months, or until all agreed CustomerWise issues are addressed, to ensure a smooth transition to support. During this timeframe, any remaining CustomerWise issues will be addressed and any system defects will be corrected and applied to the City's test system for testing and promotion to the City's production environment. During this phase of the project, the following items will be supplied to the City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Scheduling of delivery of remaining service.
- Full transition to support Audit (internal to Advanced).
- Joint formal sign-off on System Acceptance Criteria developed between Advanced and the City.
- Introduction and transition to Support.

Throughout the Post Go Live period, Advanced's PM will continue to act as primary resource for all issues and will continue to hold regularly-scheduled project meetings to complete the project to City acceptance. Once the City has accepted the system, the City will transition to Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Final System Acceptance - 60 days prior to software go-live, both AUS and the City will mutually agree to the punch list of items that needs to be completed in order for Final System Acceptance to occur. Once all punch list items have been delivered and signed off by the City, the system will be deemed fully accepted by the City with respect to Final System Acceptance.

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	<ul style="list-style-type: none"> • Completion of Post Go Live Support
----------------------------------	--

Note: Estimated travel expenses for this project are \$117,000.

Appendix A - Preliminary Project Plan based on this Scope of Work

The "Preliminary Project Plan", is attached solely as a reference and does not form part of this Scope of Work until it has been finalized by the parties and a final copy of which is executed by the parties in writing. Once executed, the Preliminary Project Plan shall be effective upon its own terms and it shall otherwise form part of this Scope of Work subject to the restrictions regarding this Scope of Work and Agreement. The failure to execute a Preliminary Project Plan as anticipated in this paragraph shall not in any way otherwise affect this Scope of Work or Agreement.



Chandler Project
Plan July 26



Chandler Project
Plan July 26 pdf

Appendix B – Draft Communication Plan



CIS Infinity
Communication Plan t

Appendix C – Change Control Process

The change control procedure will be utilized to manage all material changes to the project and must be approved by both the Organization and the Consultant. The procedure is designed to capture all requests for change including, but not limited to, Specificity Schedules, which are updated monthly on a running two (2) month time period after the Discover Process, while at the same time ensuring that the decisions are traceable and made at the correct level. Either the Organization or the Consultant can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Control ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The Parties' Project Managers are able to accurately communicate the status of each CR to their respective constituents.
- Parties' Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
- The Parties' Project Managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

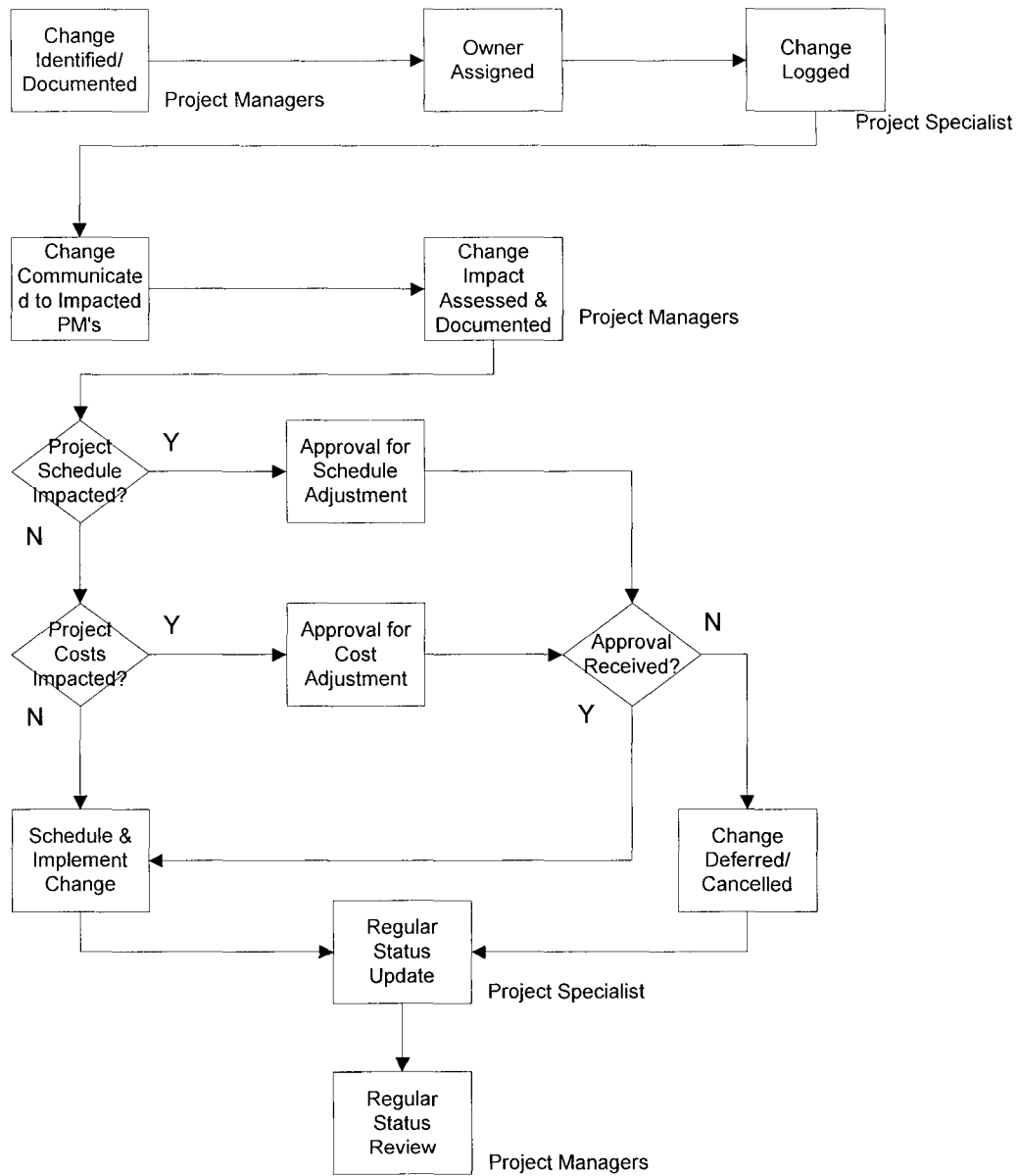
Change Control is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Management procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

Change Control Process

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the Organization and the Consultant project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: An Access database will be established to control/log changes. The Project Manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the Change form showing the information collected.

Change Communicated to Impacted Team Members: The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

Change Impact Assessed and Documented: Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

Project Schedule Impacted: If the change impacts the Project Schedule, the Change must receive City approval.

Project Costs Impacted: If the Change impacts project costs, the change must receive City approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change must receive City approval.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately

effective.

Sample Change Request

CR Number		CR Name	
Project Name		Date Submitted	
Project Manager / Owner		Resolution Needed By Date	
Client Name	the Organization	Requested By	
Change Request Type	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	Priority	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Business Description	Business Drivers / Change Description: (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
Change Benefits and Justification			
Initial Disposition			
Disposition	Reason if not approved	Signature	Date
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
Analysis Information			
Proposed Resolution	Approach:		
Effort Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Schedule Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Cost Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Resource Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)		
Impact if NOT Approved (Schedule, Cost, Quality)	(Provide explanation)		
Final Disposition			
Change Control Status	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement		

Change Control Reason, if not approved			
Approvals			
Title	Name	Signature	Date
the Organization Project Manager			
the Consultant Project Manager			
the Consultant Vice President			

000

\$0.00

Chargeable Hours

Rate

Amount

000

000

Non-Chargeable Hours

Total Hours

Appendix D – Roles and Responsibilities



CIS Infinity Roles
and Responsibilities

Appendix E – Definitions

Definitions below are reflected in Section 1.1 of the Agreement.

“60-Day Schedule” means the running Project schedule produced by the Parties’ Project Managers. The 60-Day Schedule will be generated by the Parties’ Project Managers during their periodic meetings to discuss progress, issues, Change Order requests, the anticipated Milestone achievement, and the more precise scheduling of Consultant’s On-site Services, as defined in *Error! Reference source not found.*. The first 60 Day Schedule shall be produced after the Discovery Process when more precise information regarding the Organization’s business processes is available. Each mutually agreed upon 60-Day Schedule shall be an approved Change Order and serve to cancel or reschedule Consultant’s On-site Services in accordance with Subsection *Error! Reference source not found.*.

“Agreement”, “this Agreement”, “the Agreement”, “hereof”, “herein”, “hereto”, “hereby”, “hereunder” and similar expressions mean this Software License, Implementation and Support and Maintenance Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement.

The Schedules described below are, by this reference, incorporated into and made a part of this Agreement with the same force and effect as if fully set forth in the body of the Agreement.

Schedule “A”	-	Description of Software
Schedule “B”	-	Project Timetable
Schedule “C”	-	Fee Structure and Payment Schedule
Schedule “D”	-	Support and Maintenance Agreement
Schedule “E”	-	Scope of Work
Schedule “F”	-	Change Order Process
Schedule “G”	-	CIS Infinity, Infinity.Link and Infinity.Mobile definition and Costs
Schedule “H”	-	Descriptions of Required Programs and Required Hardware
Schedule “I”	-	Third Party Software
Schedule “J”	-	Third Party Connection Policies

“Change Order” means any written result of the Change Order process (Schedule F) between the Organization and Consultant evidencing their agreement to change particular aspects of this Agreement as outlined in Section *Error! Reference source not found.*. Once a Change Order is duly issued it is part of this Agreement and is attached as an exhibit which is fully incorporated in this Agreement as if fully set forth herein.

“Completion of Services” means that the Software is fully operational and performing in substantial conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization has accepted in writing the completion of all phases of the Implementation Phase, the Consultant’s completion of any “punch list items” as defined at Go Live and after the Project is in the Go-Live phase in accordance with the Milestone Schedule (Schedule C).

“Concurrent License” means that the license granted pursuant to this Agreement which, in addition to the Server License, allows a specified maximum number of Users who have access to the Software at any one given time through the Designated Computer System. A “Concurrent User” is anyone authorized by the Organization, who is logged onto the Software regardless of the type of interface (i.e. graphical user interface or browser user interface).

“Confidential Information” means, with respect to a Party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) actual knowledge of the Parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party hereunder; (ii) was previously known to the receiving Party as evidenced by its written records; (iii) is rightly received by the receiving Party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to or use of the other Party's Confidential Information.

“Configuration” means changes to the Software without source code or structural data model changes occurring.

“Cure Period” shall have the meaning ascribed to it in Section 8.24.

“Customization” means a change to the code base or structural data model change of the Software.

“Default” or “Event of Default” means one or more of the events described in Section *Error! Reference source not found.* provided, however, that such events shall not give rise to any remedy until effect has been given to all Cure Periods provided for in this Agreement and that in any event the available remedies shall be limited to those set forth in Section *Error! Reference source not found.*

“Designated Computer System” shall mean the Organization's platform and operating system environment which is operating the Software.

“Discovery Process” means the portion of the Project which is set forth on the Project Milestones schedule (Schedule C) between Project Initiation and Installation of Infinity.Teleconnect.

“Documentation” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date (1) the Software is accepted by the Organization, or (2) the Service is provided to the Organization.

“Effective Date” means the last date on which all duly authorized representatives of the Parties have executed this Agreement.

“End User” means a customer of Organization to whom Organization will provide access to the interface portion of the Software.

"Go-Live" means the event occurring when the Organization first uses the Software as the Organization's predominant Software in accordance with the Project Milestones schedule (Schedule C)

"Implementation Phase" means the portion of the Scope of Work that occurs between the beginning of Technical Discovery and Completion of Services as defined herein and detailed in the Scope of Work and Schedule C – Milestones.

"Information in the Public Domain" means information that the party who owns the information has designated as such in writing prior to the other party's retention beyond its need during performance under this Agreement or the other party's dissemination of such information.

"Server License" means the non-exclusive license granted to the Organization pursuant to Section 2.1 hereof, to configure and install the Software on the Organization's server computers to enable users to access and use the Software. The Server License allows unlimited individual CIS Infinity databases to use the Software

"Licenses" means all Concurrent License(s) and Server License(s) purchased by Organization

"Organization's Objectives" means the following portion of the Project Scope set forth in the Organization's Request for Proposals ("RFP") and for which the Consultant responded and represented its ability to achieve.

Objective: Replace the Organization's existing Utility Billing system to gain billing process efficiencies, implement new technology and ultimately to provide its customers friendly self service capabilities and an improved customer experience.

In a way that:

- Enables very robust capabilities to analyze and dissect our data to provide more extensive managerial tools and reporting possibilities.
- Provides both process and technical advantages of user screen set-up and views to match the functions for specific staff relative to their daily duties
- Offers a strong and flexible billing engine to accommodate a variety of rate structures including Water Budget-based Rates
- Enables configurations to manage payment arrangements, tracking, follow-up requires full automation and daily reporting tied to a work order system.
- Provides role based security access and flexibility to meet the needs required by a variety of user groups within the city, while maintaining confidential information and limiting the ability to make permanent changes to sensitive data.
- Offers a Point of Sale (POS), cashiering module to accommodate the city's walk in customers and simple automation to the City's financial system.
- Interfaces seamlessly with the City's legacy applications including Oracle, Neptune, Accela, GIS Lucity, Water Quality System XC2, and Refuse Management System
- Provides integrated WEB and IVR presence allowing easy and effective customer self-service. .
- Supports customer expansion and population growth for the next 15 years.

So that: The City of Chandler can consistently provide our customer high-levels of customer service and maintain, rather than grow present staffing levels. The City can capitalize on both process and technology efficiencies with the implementation of a new enterprise utility billing system.

"Periodic Updates" means regular patches and releases containing enhancements and bug fixes.

"Project" means Consultant's provision of the Infinity software (as described in Schedule A) and Third Party Software (as described in Schedule I) to provide the Organization a comprehensive Customer Information System ("CIS") and billing software to replace the Organization's current CIS software. The term "Project" also includes the Consultant's provision of project management, data conversion, software control file configuration, and training of the Organization's staff as set forth in this Agreement.

"Project Scope of Work" or "Scope of Work" means the tasks, descriptions, and details for this Project as appended hereto as Schedule "E" delineating, among other things, the Services that will be provided by Consultant to Organization pursuant to this Agreement

"Required Programs" has the meaning set out in Subsection 0 and Schedule H hereof.

"Services" has the meaning set out in Subsection *Error! Reference source not found.* hereof.

"Source Code" of the Software means the Software written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the Software without undue experimentation.

"Software" means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and documentation provided by Consultant to Organization, including any such programs provided subsequent to this Agreement, and including all copies made by Organization. The Software to be provided by Consultant at the inception of this Agreement is identified on the attached Schedule A, and through the Implementation Phase and Warranty Period, the software identified in Schedule I.

"Support and Maintenance Agreement" has the meaning set out in Section *Error! Reference source not found.* hereof and as described in Schedule D which the Organization will purchase at Go-Live for on-going upgrades (including Version 4 of the Software listed in Schedule A), maintenance and support.

"Third Party Software" means any computer programs developed or owned by third parties provided by Consultant to Organization pursuant to this Agreement. The Third Party Software is identified on the attached Schedule I.

"User" means any employee of Organization or any of Organization's agents who are authorized by Consultant pursuant to the terms of this Agreement to have access to the Software.

“Version Upgrade” means future releases of the Software which does not require the Organization to re-license, however, does require the Organization to pay for additional Services for Implementation.

“Warranty Period” means a period of twelve months from the Completion of Services, during which time the Consultant shall provide, or cause to be provided, the services or software as defined in Section *Error! Reference source not found.* and Schedule D for Software, including the Third Party Software defined in Schedule I as well as correct any errors or malfunctions reported to the Consultant by the Organization in accordance with Section *Error! Reference source not found.* of this Agreement.

Schedule “F”

CHANGE CONTROL PROCESS

The change control procedure will be utilized to manage all material changes to the project and must be approved by both the Organization and the Consultant. The procedure is designed to capture all requests for change including, but not limited to, Specificity Schedules, which are updated monthly on a running two (2) month time period after the Discover Process, while at the same time ensuring that the decisions are traceable and made at the correct level. Either the Organization or the Consultant can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

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- Parties’ Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
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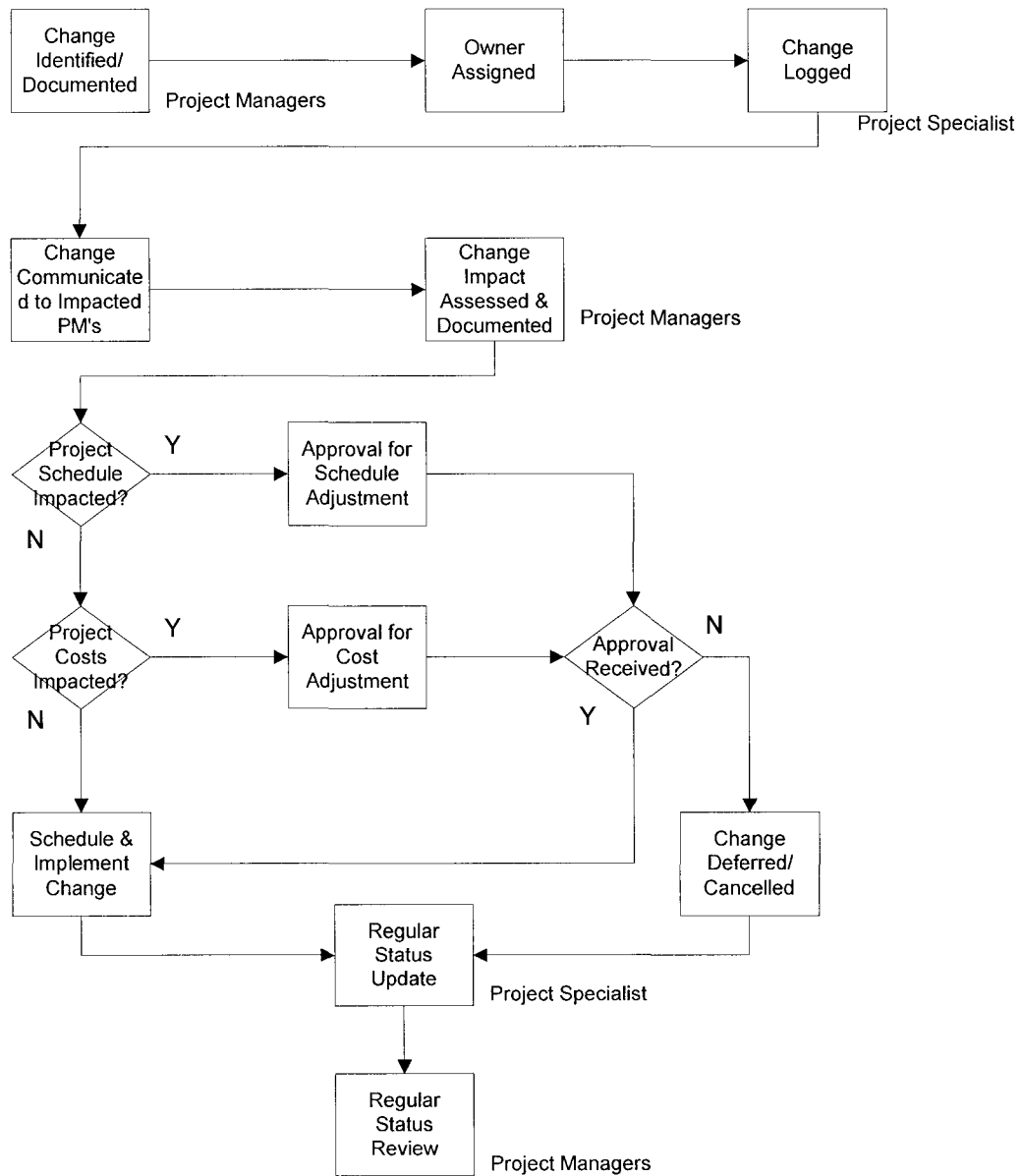
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CHANGE CONTROL PROCESS

The following change control procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the Organization and the Consultant project managers will have accountability for the Change Control Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



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Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

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Project Costs Impacted: If the Change impacts project costs, the change must receive City approval.

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Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

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Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance.

Each change request will be either:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five (5) Working Days, or as mutually agreed by the parties, from the return of the ‘investigated’ CR. If accepted, the CR shall be henceforth termed a “Change Order” and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.

SAMPLE CHANGE REQUEST

CR Number		CR Name	
Project Name		Date Submitted	
Project Manager / Owner		Resolution Needed By Date	
Client Name	the Organization	Requested By	
Change Request Type	<input type="checkbox"/> New Requirement <input type="checkbox"/> Requirement Change <input type="checkbox"/> Scope / Resource Change <input type="checkbox"/> SOW Clarification	Priority	<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low

Business Description	<u>Business Drivers / Change Description:</u> (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
Change Benefits and Justification			
Initial Disposition			
Disposition	Reason if not approved	Signature	Date
<input type="checkbox"/> Accepted & forwarded to Project Manager for review <input type="checkbox"/> Future Enhancement <input type="checkbox"/> Rejected			
Analysis Information			
Proposed Resolution	<u>Approach:</u>		

Effort Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
Schedule Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
Cost Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)
Resource Impact	<input type="checkbox"/> Yes <input type="checkbox"/> No (Provide explanation)

Impact if NOT Approved (Schedule, Cost, Quality)	(Provide explanation)
---	-----------------------

Final Disposition

Change Control Status	<input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Future Enhancement
------------------------------	---

Change Control Reason, if not approved	
---	--

Approvals

Title	Name	Signature	Date
the Organization Project			

Manager			
the Consultant Project Manager			
the Consultant Vice President			

000

\$0.00

Chargeable Hours

Rate

Amount

000

000

Non-Chargeable Hours

Total Hours

Schedule “G”

CIS Infinity, Infinity.Link and Infinity.Mobile Fees

One (1) CIS Infinity license costs \$3,500.00

Server License fee tiers:

Tier 1: Server License fee to accommodate 1 to 5 users, inclusive is \$50,000.

Tier 2: Server License fee to accommodate 6 to 10 users, inclusive is \$50,000

Tier 3: Server License fee to accommodate 11 to 15 users, inclusive is \$75,000

Tier 4: Server License fee to accommodate 16 to 20 users, inclusive is \$75,000

Tier 5: Server License fee to accommodate 21 to 25 users, inclusive is \$100,000

Tier 6: Server License fee to accommodate 26 to 30 users, inclusive is \$100,000

Tier 7: Server License fee to accommodate 31 to 35 users, inclusive is \$125,000

Tier 8: Server License fee to accommodate 36 to 40 users, inclusive is \$145,000

Tier 9: Server License fee to accommodate 41 to 45 users, inclusive is \$150,000

Tier 10: Server License fee to accommodate 46 to 50 users, inclusive is \$150,000

Tier 11: Server License fee to accommodate 51 to 55 users, inclusive is \$175,000

Tier 12: Server License fee to accommodate 56 to 60 users, inclusive is \$175,000

Tier 13: Server License fee to accommodate 61 to 65 users, inclusive is \$200,000

Tier 14: Server License fee to accommodate 66 to 70 users, inclusive is \$200,000

Tier 15: Server License fee to accommodate 71 to 75 users, inclusive is \$250,000

Tier 16: Server License fee to accommodate 76 to 80 users, inclusive is \$275,000

Tier 17: Server License fee to accommodate 81 to 85 users, inclusive is \$275,000

Tier 18: Server License fee to accommodate 86 to 90 users, inclusive is \$285,000

Tier 19: Server License fee to accommodate 91 to 95 users, inclusive is \$305,000

Tier 20: Server License fee to accommodate 96 to 100 users, inclusive is \$340,000

Additional server license fee tiers are available for a higher number of users upon request.

The standard rate for ongoing services provided to the Organization outside of this agreement is at a minimum of \$150.00/Hour.

One (1) Infinity.Link license fee is \$40,000. The annual maintenance fee for Infinity.Link is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Link is \$22,500. Other hours may be required depending on the scope of the work requested by the Organization.

An Infinity.Mobile license is defined as one (1) installation of Infinity.Mobile running on one (1) production server. Unlimited internet or network connections are permitted for one (1) license. One (1) Infinity.Mobile license fee is \$30,000. Unless otherwise specified in the Support and Maintenance Agreement, the annual maintenance fee for Infinity.Mobile is \$10,000 and is subject to the terms described in the Support and Maintenance Agreement.

The standard fee for services to install Infinity.Mobile is \$15,000. Other hours may be required depending on the scope of the work requested by the Organization.

Schedule “H”

Hardware and Software Required for Compatibility with CIS Infinity System

ARTICLE I SOFTWARE AND HARDWARE REQUIREMENTS – APPLICATION SERVER, DATABASE SERVER AND DESKTOPS

1.1 CIS Infinity

Our recommendation is to have separate database and application servers for each CIS Infinity system. Other applications may reside on both the database server as well as the application server.

However, the software can be installed on a single server and we have several clients that do so.

CIS Infinity is a client server application, data is stored on the database server and non-client data such as reports, letters are stored on the application server. A work station connects to both database and application servers through ODBC and the CIS Launcher.

The CIS Launcher gets configured with the application and the database server names and the database names. The CIS Launcher can be configured with multiple entries, one for each individual CIS Infinity system. CIS Infinity is executed from the CIS Launcher at the workstation level.

1.2 Application Server

Application server configuration recommendation

General	
Configuration	2 x Quad Core Xeon Processors Server
Processor(s) (Intel)	
Processor (CPU)	2x Quad Core Opteron 8381HE, 2.5Ghz, 4x512K Cache, HT3
Memory Standard	
Memory (RAM)	16GB Memory, 667MHz
Network controller(s)	
Gigabit Ethernet NIC PCI	Dual 1000MT Single port gigabit network adapters. (10/100/1000)
Storage Controller(s)	
SCSI Controller	PERC6/I SAS RAID Controller 2 x 4 connectors –256MB cache
Storage	
Hard Drives	Two 250 GB 15,000 rpm Ultra 320 SCSI – RAID5

Operating system	Microsoft Windows Server O/S 2003 or higher
Applications	CIS Infinity Launcher

1.3 Database Server

Database server configuration recommendation

General	
Configuration	2 x Quad Core Xeon Processors Server
Processor(s) (Intel)	
Processor (CPU)	2x Quad Core Opteron 8381HE, 2.5Ghz, 4x512K Cache, HT3
Memory Standard	
Memory (RAM)	16GB Memory, 667MHz
Network controller(s)	
Gigabit Ethernet NIC PCI	Dual 1000MT Single port gigabit network adapters. (10/100/1000)
Storage Controller(s)	
SCSI Controller	PERC6/I SAS RAID Controller 2 x 4 connectors -256MB cache
Storage	
Hard Drives	Two 250 GB 15,000 rpm Ultra 320 SCSI – RAID5
For SQL Environments	
Operating system	Microsoft Windows Server O/S 2003 or higher
Database software	Microsoft SQL Server 2005 or 2008 R2
For Oracle Environments	
Operating system	Microsoft Windows Server O/S 2003 or higher Or; Unix/Linux/AIX
Database software	Oracle 8i or higher (9i, 10g, 11i)

1.4 Workstations

The following outlines what is required to run CIS Infinity on client desktops for primary and secondary/casual users.

CIS Infinity Desktop

Processor(s) (Intel)	
Processor (CPU)	Intel® Xeon® Dual Core
Memory Standard	
Memory (RAM)	2 GB DDR SDRAM

Storage	
Hard Drives	60 GB IDE Hard Drive 7200 rpm
Communications	
Fast Ethernet NIC	Integrated Gigabit Ethernet NIC PCI 10/100/1000
Operating system	Microsoft Windows XP Professional, Vista or 7 Professional (32 or 64 bit)
Applications	
	Microsoft Office 2003 Professional or higher
	A supported browser (for dynamic hyperlinking) Microsoft Internet Explorer 7.0 or Higher Mozilla FireFox Version 3 or Higher Apple Safari Google Chrome Opera
	A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.
User Permissions	
Network	Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the application server (for example: \\cisappserver\CISInfinity - for Production \\Cisappserver\CISTest - for Test · Read · Write · Modify
Local	Each user will require the following rights to the C: drive of the local workstation they are working from: · Read · Write · Modify

Schedule "I"

Third Party Software

Product or Service	Price
Tele-Works Voice Platform (TVP) <ul style="list-style-type: none"> • Certified Communication Server • 12 Port Licensing • Text-to-Speech Resources • Professional Voice Recordings • Standard VoIP/SIP Telephony 	\$37,600
<i>Infinity.Teleconnect</i> IVR <ul style="list-style-type: none"> • Real-time Utility Billing Account Access • Integration to CIS Infinity • Contact Phone Number Update • Credit Card and Check Payment • Frequently Asked Questions Menu • Spanish-language <i>Infinity.Teleconnect</i>TM 	\$40,000
<i>Infinity.Teleconnect</i> Speech Recognition Support	\$10,000
<i>Infinity.Teleconnect</i> Application Programming Interface*	\$5,000
<i>Alertworks</i> <ul style="list-style-type: none"> • Outbound Call-outs • E-mail Notifications • "Press 2 to Pay" Feature 	\$10,200
Installation and Training	\$3,000
Purchase Order TOTAL	\$105,800

* TWI will invoice for the API fee on behalf of Harris Computer Systems, and will directly pass through 100% of these fees to Harris. Annual maintenance on the Advanced Utility Systems API will be billed by Harris according to terms in the applicable contract between Harris and the City of Chandler, AZ.

First year Annual Support and Maintenance is \$20,560.

DESCRIPTION OF PRODUCTS AND SERVICES

Tele-Works Voice Platform (TVP)

TVP resides on a certified TWI communications server that supports the IVR applications, administrative interfaces, and report module. The industrial grade, rack-mountable hardware consists of built-in power and hard drive redundancies and provides ample processing and memory resources to service maximum call capacities. The latest hardware specification, which is routinely updated to leverage the latest technology improvements, can be provided upon request.

System software is built upon Microsoft .Net 3.5 framework using C# while application software is written using open standard VoiceXML 2.1 (VXML) and CallControl XML 1.0 (CCXML). Professional voice recordings are employed for all static prompts while text-to-speech (TTS) resources are used to provide a human-like, synthesized computer voice to read text-based, dynamic data back to callers. TVP natively supports SIP-based VoIP trunks and provides concurrent service for all of the proposed licensed voice ports.

A AUS Infinity.Teleconnect IVR

The Infinity.Teleconnect IVR application will integrate with the Agency's Advanced Utility Systems (AUS) database via an AUS Web Services Application Program Interface (API) written for Infinity.Teleconnect, which will be obtained by the Agency. The API must be installed on a Web server within the Agency's data center and connected to the Agency's Database. The Web services API must be accessible to TWI's hosted platform through the Internet. Harris AUS is responsible for the Agency's Infinity.Teleconnect API installation and maintenance.

Infinity.Teleconnect allows Agency customers to obtain general utility account status and balance information and, optionally, to make a payment on their account. Users log in by providing their utility account number with optional validation using the street number of the service address. Infinity.Teleconnect customers can be transferred to the Agency's customer service number by explicit request or if it becomes evident that the user is having difficulty with the IVR. Users also have the option to provide a missing or update an existing primary contact phone number. The Agency's phone system will handle any after-hours conditions (no other types of call transfers are provided by Infinity.Teleconnect). The Infinity.Teleconnect application is available in English or Spanish.

Infinity.Teleconnect allows users to make a payment on their account by credit card or check and receive an Infinity.Teleconnect generated confirmation number. The Agency will be provided with a log of all payments accessible through a Web-based administration tool. The Agency will be responsible for obtaining and maintaining a TWI approved Internet payment gateway to facilitate real-time authorizations for credit cards and to facilitate the processing of check payments.

Upon contract execution, TWI's project team will inform the Agency of deliverables and project milestones with a view to establishing mutual timeline expectations. The annual subscription provides access to TWI Customer Care 24/7/365 support for the purposes of ongoing support and assistance as well as access to new features as they are released.

Working in concert with *alertworks* (outbound phone notifications) the Agency can enable an outbound message to include an option for call recipients to press 2 to make a payment. If selected, *alertworks* will automatically begin the inbound call flow experience at the main menu, using the account number in the contact source file to bypass the account number login. The user is then given the payment options offered by the Agency. (If no account number information is present, the call will be defaulted to the account number entry prompt).

Speech Recognition

Tele-Works Voice Platform comes with the ability to support automated speech recognition (ASR). In our experience, specific benefits for using speech recognition should be identified when designing a call flow to not only justify the cost and effort but to ensure the best possible user experience that avoids introducing features that may frustrate users. Tele-Works will consult closely with the Agency to discern whether ASR makes sense for the proposed solution and, if so, scope out the ideal implementation for accurate time and cost assessment.

Infinity.Teleconnect Application Programming Interface

Features and functionality of Infinity.Teleconnect™ IVR are provided by the AUS application programming interface (API) framed within the standard options of the Infinity.Teleconnect™ IVR product. The AUS API is obtained and maintained by the City of Chandler, AZ.

Alertworks™ Outbound Notification System

Alertworks™ provides tools for the Agency to rapidly deliver messages via telephone, email and SMS text messaging. *Alertworks* is used by Agency departments to cost-effectively deliver outbound calls and emails for past due bills, service impacting notices, or any business process that could benefit from a proactive customer alert.

Standard *alertworks* Features:

- Web-Based Campaign Control – An easy-to-use web interface is used for creating and managing outbound phone and e-mail notifications.
- Voice, email, SMS – Send notifications by phone/voice, email, and text message; email broadcasts relayed through Agency's SMTP server.
- Contact Sources – ability to import contact information from multiple contact sources, with user friendly field mapping interface.
- Scheduling – Notifications can be scheduled in advance to run at a set time (e.g., reminder call-outs could be set to run in the evening when people are home from work).
- Retry Attempts / Voice Mail / Alternate Content – The system includes multiple configuration settings that the Agency can use depending on the result of the call; these include setting the number of retry attempts, detecting voice mail, leaving a message, and leaving an alternate message for voice mail.
- Message Content – Message content can be created and delivered with recorded voice (WAV) or by typing in a message and allowing the text-to-speech (TTS) engine read the message to the call recipient.
- Customer-Specific Merge Values – Voice and email messages can be delivered with customer specific data “merged” into the message for read back via TTS.
- Reporting – *Alertworks* provides comprehensive reporting on the results of call out attempts, including the final disposition of each call that was placed (e.g. delivered to human, voicemail, busy, etc.). Additionally, if using the call retry feature, a record of

each call attempt is kept. A report of each call campaign can be exported to a Microsoft Excel spreadsheet that includes all of the information imported in the contact list which can simplify updating source databases.

- Advanced Voicemail Detection – TWI uses the latest algorithms that allow for more accurate detection of voicemail and answering machine systems. While industry standard detection rates hover around 72% accuracy, TWI's accuracy has reached 90+% in benchmark testing.
- Press-2-to-Pay – Call recipients can "Press 2" from the outbound call to enter the IVR system to make a payment directly from the outbound call. This feature is designed to drive more payments by making it easier on customers to make a payment by entering the inbound call flow at the payment step, thus avoiding log-in requirement and the need to have their account number on hand.

TERMS AND CONDITIONS

Cover Page and Terms and Conditions: Issuance of a purchase order / notice-to-proceed based on this Statement of Work (SOW) represents agreement to the terms and conditions of this SOW.

Complete Agreement. This SOW constitutes the complete agreement and terms and conditions relative to the products and services described herein.

Annual Product Support and Maintenance: TWI shall provide product support and maintenance according to the terms outlined in TWI prevailing Product and Services Support policy. Annual Product Support and Maintenance is computed at 20% of the current List Price for all licensed software and hardware; fees for Installation and Training are NOT included in the maintenance computation. The start date for the initial Annual Product Support and Maintenance term is determined as follows: installation date for all hardware; TWI project completion date for all licensed software. Following the first year, the annual product support and maintenance fee will be increased by 3% annually.

Payment Terms: The Agency will pay the fees listed in this SOW according to the following schedule. Terms are NET 30.

- 50% upon award/contract signing/PO
- 50% upon Release
- Additional Services: If Agency requests any professional services from TWI in order to deploy Agency services or applications, including but not limited to, application development and enhanced support services, TWI will provide any such additional professional services at its standard rates (currently \$175/hour).

Delivery of Services. TWI shall provide its Products and Services as specified in this SOW to Client, subject to the terms and conditions set forth herein and in the SOW. Client understands that the timely completion of the project is contingent upon timely performance by Client of all of Client's obligations described in this SOW. In the event that progress on the project is slowed or halted due to a delay by Client, project schedules including milestones and deadlines may be delayed at TWI discretion. TWI shall not be liable for any delays or failure to perform resulting from Client's failure to timely provide any information, content or other deliverables necessary to provide the Products and Services to Client. Client also accepts that availability of features outlined above may be limited or delayed by the functionality available through the APIs.

License Grant. Subject to all the terms and conditions of this SOW and timely payment of any and all fees due to TWI under this Agreement, TWI hereby grants a non-exclusive, non-transferable, non-assignable, non-sublicensable license to Agency, to use the Licensed Software for the limited purpose of supplying and running TWI Applications supplied hereunder. Agency shall use the Licensed Software only for its own business purposes, by its authorized personnel. TWI reserves all rights not expressly granted herein. Notwithstanding anything to the contrary, nothing in this SOW or in the rights provided to Agency pursuant hereto shall prohibit or restrict TWI's ability to create, provide, and sell software and other products and applications to or for other parties that perform or use the same or similar functions as Agency's use of the Licensed Software.

Copyright. The Licensed Software is owned by TWI and is protected by United States copyright laws and applicable international treaties and/or conventions. The Licensed Software, and any and all modifications and improvements thereto and derivative works thereof, shall remain the exclusive property of TWI, and Agency shall have no right, title or interest therein whatsoever.

Intellectual Property. All right, title, and interest, including all intellectual property rights in the Products and Services and any associated hardware and software of TWI or its licensors, and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed by TWI or its licensors during the course of performance of this Agreement shall remain the property of TWI or its licensors. All right, title, and interest in any content communicated via TWI infrastructure through use of the Products and Services shall remain the sole property of Agency. Without the prior express written consent of TWI, Agency may not, and shall not allow any third party (by license agreement or otherwise), to (a) take any action that would cause the loss or abandonment of TWI proprietary rights in the Licensed Software; (b) use in connection with a service bureau service, resell, distribute, publicly display, transfer, rent, lease, lend, copy, modify, translate, enhance, time-share, license, sublicense, electronically transmit or prepare derivative works of the Licensed Software, in whole or in part; (c) disassemble, decompile or reverse engineer in any way, any of the Licensed Software; or (d)

otherwise use in any way the Licensed Software in any manner not expressly authorized by this Agreement. In the event Agency becomes aware of such unauthorized use, Agency shall promptly notify TWI.

Lawful Purposes. Agency agrees that it will use TWI Products and Services only for lawful purposes and in accordance with this Agreement. Agency shall comply with all applicable laws and regulations when using the Products and Services, including without limitation, compliance with applicable international export and privacy laws, privacy policies of Agency and third parties and other laws regarding the transfer and/or transmission of data.

Critical Applications. Agency acknowledges and agrees that the Products and Services are not designed, intended, authorized or warranted to be suitable for hosting life-support applications or other critical applications where the failure or potential failure of the Products and Services can cause injury, harm, death, or other grave problems, including, without limitation, loss of aircraft control, hospital life-support systems, delays in getting medical care or other emergency services, and Agency assumes all risk arising out of such use and shall indemnify Tele-Works, Inc. and its suppliers for damages and expenses (including legal fees) arising out of same.

Emergency uses. If the products and services are used in emergency situations for outbound notifications, then the products and services are intended to only increase the notice which will be given. There is and cannot be any guarantee that all persons intended to be contacted will be contacted. Tele-Works, Inc. accepts no responsibility for any failure of the products and services to contact any person(s) and is not responsible for any damage or injury which results from any failure to contact anyone.

Agency Maintenance. Agency is responsible for, and Tele-Works, Inc. is not liable for Agency's failure in, (a) housing items received from TWI, including but not limited to the Hardware and the Licensed Software, in a safe and stable environment that is out of the way of foot or machinery traffic, suitable for electronic equipment and within a secure network environment; (b) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections; and (c) providing any connections necessary to communicate with the TWI-provided Hardware and Software. Agency is responsible for all standard maintenance and licensing for the application web server and/or telephony server including, but not limited to, data archival and backup, service packs, security patches and updates and domain registration. Agency will license and install anti-virus software and periodically update virus definitions to assure that the Licensed Software and Hardware are protected from viruses that could be contracted from any source including, but not limited to, the local network, the Internet, email, physical disk or data exchange.

Force Majeure. Except for Agency's obligations to pay money, neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, earthquakes, strikes, war, crime, terrorism, shortages of materials, internet, power or telecommunications failures, etc.

LIMITATION OF LIABILITY. IN NO EVENT SHALL TELE-WORKS, INC. LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF FEES PAID BY AGENCY FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE LIABILITY DURING THE ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. TELE-WORKS, INC. SHALL HAVE NO LIABILITY FOR UNFINISHED PROJECTS WHERE NO COMPLETE PRODUCTS AND SERVICES HAVE BEEN DELIVERED.

DISCLAIMER. TELE-WORKS, INC. DOES NOT WARRANT THAT THE PRODUCTS AND SERVICES SHALL MEET ALL OF AGENCY'S REQUIREMENTS, OR THAT THE USE OF THE PRODUCTS AND SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. PRODUCT AND SERVICES ARE PROVIDED TO AGENCY ON AN "AS IS" BASIS. TELE-WORKS, INC. MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE PRODUCTS AND SERVICES OR ANY OTHER MATERIALS OR SERVICES FURNISHED OR PROVIDED TO AGENCY UNDER THIS AGREEMENT. TELE-WORKS, INC. SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT.

Termination. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event of such termination, except pursuant to the surviving provisions of this Agreement, Agency's entire financial obligation to TWI shall be for then accrued payments due, plus full payment for items being worked on up to the date of termination. Agency is not entitled to any refunds for unused products or services.

_____	_____	_____	_____
Agency Signature	Date	TWI Signature	Date
		PO Box M	
		Blacksburg, VA 24060	

Schedule “J”

1.5 THIRD PARTY CONNECTION POLICIES

ARTICLE II

ARTICLE II NETWORK CONNECTION POLICY

Purpose: To ensure that a secure method of network connectivity between City of Chandler and all third parties and to provide a formalized method for the request, approval and tracking of such connections.

1. Scope

- 1.1. External company data network connections to City of Chandler can create potential security exposures if not administered and managed correctly and consistently. These exposures may include non-approved methods of connection to the City of Chandler network, the inability to shut down access in the event of a security breach, and exposure to hacking attempts. Therefore, all external company data network connections will be via the Global Partners Network. This policy applies to all new Third Party Network Connection requests and any existing Third Party Network Connections. When existing Third Party Network Connections do not meet all of the guidelines and requirements outlined in this document, they will be re-engineered as needed

Definitions: A "Network Connection" is defined as one of the connectivity options listed in Section B. below. Third Parties. is defined as City of Chandler Partners, Vendors, Suppliers and the like.

Third-Party Connection Requests and Approvals

The required information is outlined in the **Third Party Connection Request - Information Requirements Document** (See Attachment 3 of this document). All information requested on this form must be completed prior to approval and sign off. It is Company's responsibility to ensure that Company has provided all of the necessary information and that such information is correct.

All Third Party connection requests must have a City of Chandler VP level signature for approval. In some cases approval may be given at a lower level with pre-authorization from the appropriate City of Chandler VP. Also, all Third Parties requesting a Network Connection must complete and sign a City of Chandler Non-Disclosure Agreement.

As a part of the request and approval process, the technical and administrative contact within Company's organization or someone at a higher level within Company will be required to read and sign the "Third Party Connection Agreement" and any additional documents, such as the City of Chandler Non-Disclosure Agreement.

Connectivity Options

The following five connectivity options are the standard methods of providing a Third Party Network Connection. Anything that deviates from these standard methods must have a waiver sign-off at the City of Chandler VP level.

- 1) Leased line (e.g. T1) - Leased lines for Third Parties will be terminated on the Partners network.
- 2) ISDN/FR - Dial leased lines will terminate on a Third Party only router located on the ECS or IT Partners network. Authentication for these connections must be as stated in Section E. below.
- 3) VPN / Encrypted Tunnel - Encrypted tunnels should [must?] be terminated on the Partners Network whenever possible. In certain circumstances, it may be required to terminate an encrypted tunnel on the dirty subnet, in which case the normal City of Chandler perimeter security measures will control access to Internal devices.
- 4) Secure Shell (SSH) access from Internet – Secure shell access from the Internet will be only be via secure shell (SSH) provided by first using SSH to the Third Party gateway machine, where the connection will be authenticated per Section E. below. Once the connection is authenticated, SSH sessions to internal hosts will be limited to those services needed by using the authorization capabilities of City of Chandler Secure Database.
- 5) Remote Dial-up via PPP/SLIP - Remote dial-up via PPP/SLIP will be provided by a separate Third Party modem pool. The connection will be authenticated per Section E. below

Third Party (Partner) Access Points

When possible, Third Party (Partner) Access Points (PAPs should be established in locations such that the cost of the access is minimized. Each PAP should consist of at least one router with leased line with Frame Relay, ISDN or VPN capability.

Services Provided

In general, services provided over Third Party Network Connections should be limited only to those services needed, and only to those devices (hosts, routers, etc.) needed. **Blanket access will not be provided for anyone.** The default policy position is to deny all access and then only allow those specific services that are needed and approved by City of Chandler pursuant to the established procedure.

In no case shall a Third Party Network Connection to City of Chandler be used as the Internet connection for the Third Party.

The standard set of allowable services are listed below:

File Exchange via ftp - Where possible, file exchange via ftp should take place on the existing City of Chandler ftp servers (server name(s) and addresses to be obtained from IT) for all other work). IT supported Third Party connections have additional FTP services provided by a server in on the Partners Network.

Electronic Mail Exchange - Business-related email exchange between City of Chandler and Third Parties may be conducted over the Network Connection as needed. Mail from Third Party sites to Non-City of Chandler addresses will not be allowed over the Network Connection.

SSH Access – Secure shell access will be provided to specific City of Chandler hosts, as explicitly needed. Employees from Third Parties will only be given accounts on the specific City of Chandler hosts that are needed. Where possible, router ACLs and static routes will be used to limit the paths of access to other internal City of Chandler hosts and devices.

NOTE: NIS accounts and Directory Services are not to be established for employees of Third Parties who have accounts on City of Chandler hosts.

Web Resource Access - Access to internal web resources will be provided on an as-needed basis. Access will be provided by mirroring the appropriate web resources to a web server that resides on the Partners Network. Access to City of Chandler's public web resources will be accomplished via the normal Internet access for the Third Party.

Access to Source Code Repositories This access will be decided on case-by-case basis.

Print Services - Print services can be provided to City of Chandler IT-supported Third Party connections by via two print spoolers on the City of Chandler Partners Network. City of Chandler-owned printers, that boot off the print spoolers will be located on the City of Chandler, extended network at the Third Party sites.

SQL*Net Access - This will be decided on a case-by-case basis.

ERP Access - This will be decided on a case-by-case basis.

NT File Exchange - File exchange will be provided by NT file servers located on the City of Chandler Partners Network. Each Third Party needing NT File exchange will be provided with a separate folder that is only accessible to that Party and the necessary people at City of Chandler.

ARTICLE IVAuthentication for Third Party Network Connections

Third Party Network Connections made via remote dial-up using PPP/SLIP or VPN to SSH over the Internet will be authenticated using the City of Chandler VPN Access System. VPN access will be granted via separate accounts specifically for Third Party individual.

ARTICLE VCity of Chandler Equipment at Third Party Sites

In many cases it may be necessary to have City of Chandler-owned and maintained equipment at a Third Party site. All such equipment will be documented on the Third Party Connection Request. Information Requirements Document. Access to network devices such as routers and switches will only be provided to City of Chandler support personnel. All City of Chandler-Owned Equipment located at Third Party sites must be used only for business purposes. Any misuse of access or tampering with City of Chandler-provided hardware or software, except as authorized in writing by City of Chandler, may, in City of Chandler's sole discretion, result in termination of the connection agreement with the Third Party. If City of Chandler equipment is loaned to a Third Party, the Third Party will be required to sign an appropriate City of Chandler

Equipment Loan Agreement, if one is required

Protection of Company Private Information and Resources

The City of Chandler network support group responsible for the installation and configuration of a specific Third Party Connection must ensure that all possible measures have been taken to protect the integrity and privacy of City of Chandler confidential information. At no time should City of Chandler rely on access/authorization control mechanisms at the Third Party's site to protect or prohibit access to City of Chandler confidential information.

Security of Third Party Connections will be achieved by implementing "Access Control Lists" on the Partner Gateway routers to which the Third Party sites are connected. The ACLs will restrict access to pre-defined hosts within the internal City of Chandler network. The ACLs will be determined by the appropriate support organization. A set of default ACLs may be established as a baseline.

Enable-level access to City of Chandler-owned/maintained routers on Third Party premise will only be provided to the appropriate support organization. All other business personnel (i.e. Partner Site local technical support

personnel) will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

City of Chandler shall not have any responsibility for ensuring the protection of Third Party information. The Third Party shall be entirely responsible for providing the appropriate security measures to ensure protection of their private internal network and information.

All Third Party Network Connections will be reviewed on a quarterly basis and information regarding specific Third Party Network Connection will be updated as necessary. Obsolete Third Party Network Connections will be terminated.

City of Chandler Corporate IT Information Security Organization

City of Chandler Information Technology Security has the responsibility for maintaining related policies and standards. Corporate IT Security will also provide advice and assistance regarding judgment calls, and will facilitate information gathering in order to make a correct decision. Global coordination of confidentiality and non-disclosure agreements with all third parties is also the responsibility of City of Chandler IT Security.

City of Chandler Network Operations Services

City of Chandler Network Operations Services and IT Security is responsible for all global firewall design, configuration and engineering required for support of any and all third party connections.

EXHIBIT 1

ARTICLE VICITY OF CHANDLER

ARTICLE VII INFORMATION REQUIREMENTS DOCUMENT

In accordance with the City of Chandler Network Connection Policy, all requests for Third Party Network Connections must be accompanied by this completed Information Requirements Document prior notice to proceed is issued. The City of Chandler IT Staff, Project Management or Procurement staff with the consultation of the third party requesting the Network Connection should complete this document.

A. Contact Information

A Requester Information

Name:

Department Number:

Manager's Name:

Director's Name:

Phone Number:

Email Address:

B Technical Contact Information

Name:

Department:

Manager's Name:

Director's Name:

Phone Number:

Pager Number:

Email Address

Back-up Point of Contact:

Name:

Department:

Manager's Name:

Director's Name:

Phone Number:

Pager Number:

Email Address

B. Problem Statement/Purpose of Connection

1. What is the desired end result?
2. Company must include a statement about the business needs of the proposed connection.

C. Scope of Needs (In some cases, the scope of needs may be jointly determined by the supporting organization and the Third Party.)

1. What services are needed? (See Section D. of Network Connection Policy)
2. What are the privacy requirements (i.e. do you need encryption)?
3. What are the bandwidth needs?
4. How long is the connection needed?
5. What are future requirements, if any?

D. Third Party Information

1. Third Party Name
2. Management contact (Name, Phone number, Email address)
3. Location (address) of termination point of the Network Connection (including building number, floor and room number)
4. Main phone number
5. Local Technical Support Hours (7X24, etc).
6. Escalation List
7. Host/domain names of the Third Party
8. Names (Email addresses, phone numbers) of all employees of the Third Party who will use this access. If not appropriate to list the names of all employees then provide a count of the number of employees who will be using the connection.

E. What type of work will be done over the Network Connection?

1. What applications will be used?
2. What type of data transfers will be done?
3. How many files are involved?
4. What are the estimated hours of use each week?
5. What are peak hours?

F. Are there any known issues such as special services that are required?

G. Are there any unknown issues at this point, such as what internal City of Chandler services are needed?

- H. Is a backup connection needed? (e.g., are there any critical business needs associated with this connection?)**
- I. What is the requested installation date? (Minimum lead-time is 60 days)**
- J. What is the approximate duration of the Third Party Network Connection?**
- K. Has a Non-Disclosure Agreement been sign with the Third Party or the appropriate employees of the Third Party?**
- L. Are there any existing Network Connections at City of Chandler with this company?**
- M. Other useful information**